



MASTER SERVICES AGREEMENT

SIGNATURE PAGE

THIS MASTER SERVICES AGREEMENT ("Agreement") between **3M Health Information Systems, Inc.** ("3M") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **San Bernardino County on behalf of, Arrowhead Regional Medical Center** ("Client") with offices at **400 N Pepper Ave, Colton, CA 92324-1819** (collectively the "Parties" or individually the "Party") shall be effective as of the date last signed ("Effective Date").

REMIT ALL PAYMENTS DUE UNDER THIS AGREEMENT TO: 3M Health Information Systems Dept. 0881 PO Box 120881 Dallas, TX 75312-0881	ACH AND WIRE TRANSFERS TO: JPMorganChase 1 Chase Manhattan Plaza New York NY 10081 Beneficiary A/C Name: 3M Health Information Systems, Inc. ABA # 021000021 Account # 192825864 Swift address: CHASUS33 (for International Use)
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WRITTEN NOTICES UNDER THIS AGREEMENT SHALL BE SENT TO:	
San Bernardino County on behalf of Arrowhead Regional Medical Center 400 N Pepper Ave Colton, CA 92324-1819	3M HEALTH INFORMATION SYSTEMS 575 West Murray Boulevard Murray, UT 84123-4611
Attention: Email Address:	Attention: Pricing and Contract Director With copy to: Legal

The Parties acknowledge that this Agreement shall not supersede nor terminate the prior Master Software and Services Agreement, number O33913-22 MSSA, entered into and effective as of December 6, 2022. This Agreement will govern the Consulting Services provided in accordance with statements of work that reference and incorporate this Agreement.

This Agreement (Agreement) may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

To indicate acceptance and agreement to be bound by the terms and conditions of this Agreement, the Parties have executed this Agreement on the date(s) indicated below.

SAN BERNARDINO COUNTY ON BEHALF OF, ARROWHEAD REGIONAL MEDICAL CENTER	3M HEALTH INFORMATION SYSTEMS, INC.
BY: _____	BY: _____
NAME: _____	NAME: John C. Mathison
TITLE: _____	TITLE: HIS Operations
DATE: _____	DATE: _____

Please email or fax a purchase order in the amount of **\$361,919.00**, this signed Agreement and applicable Tax-Exempt forms to: **hisilverspringcontractrequests@mmm.com** or **(651) 732-8469**

ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
2/28/2024 TA	*****	Q38566	2930198	Q38566-24	
	VERSION: 1.0.0				

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **"3M Information"** means all items, information, and data (technical and non-technical and tangible and intangible), provided by 3M or 3M Personnel, any 3M Product, Deliverables or Results of a 3M Product(s) in connection with this Agreement, and any ideas, input, and feedback provided by Client to 3M or 3M Personnel.
- 1.2. **"3M Personnel"** means 3M's employees, agents, contractors, and subcontractors.
- 1.3. **"3M Product"** means any item listed on a Schedule.
- 1.4. **"Agreement"** means the General Terms and Conditions, and all exhibits, Appendices, Schedules, SOW's, and other attachments.
- 1.5. **"Appendix"** means the document so titled, attached to the Agreement and includes terms and conditions unique to a class of 3M Products.
- 1.6. **"Authorized Site"** means an entity that meets the requirements of Section 2.2.
- 1.7. **"Authorized User"** means an Authorized Site's employees and contingent workers (individuals hired by Client through a temporary staffing agency for a period not to exceed twelve months that supplements Client's employee workforce or serves as a temporary replacement of an employee position, and Client is responsible for the training and day-to-day direction of the individual) and, if applicable, an admitting physician (a licensed physician who has the privilege to admit patients at an Authorized Site) and a consulting physician (a licensed physician who provides medical consultation at an Authorized Site, or to an admitting physician).
- 1.8. **"Client Applications"** means Client developed software.
- 1.9. **"Client Data"** means all information provided by Client to 3M under this Agreement.
- 1.10. **"Client Equipment"** means the central processing unit(s), any peripheral equipment and all interconnecting cables and wires physically located at the Authorized Sites.
- 1.11. **"Client Portal"** means any proprietary secure electronic gateway provided by 3M to a collection of digital files, Consulting Services, Deliverables, Results, and other information accessible over the internet through a web browser.
- 1.12. **"Consulting Services"** means services identified on a Schedule attached to the Consulting Services Appendix.
- 1.13. **"Deliverables"** or **"Results"** means any report, file, document, presentation, analysis, analytics, recommendation, suggestion, methodologies, Software output or other work product that 3M delivers to Client or may make available to Client through the use of a 3M Product.
- 1.14. **"Documents"** means written reference, technical and hardware specifications, and operations and/or user manuals for 3M Products.
- 1.15. **"Implementation and Training"** or **"I&T"** means implementation (installation) and training services for a specific 3M Product.
- 1.16. **"Interface"** means enabling the communication between a non-3M Product and a 3M Product.
- 1.17. **"Intellectual Property Rights"** means all intellectual property rights throughout the world, including but not limited to registered or unregistered copyrights, trade secrets, patents, patent applications, designs, know-how, registered or unregistered trademarks and service marks, and trade names.
- 1.18. **"License Start Date" or "Go-Live"** means with respect to: (a) Software to be installed on 3M equipment or by 3M on Client Equipment - the date on which 3M has completed all I&T tasks and the respective module(s) of Software are made available to Client for productive use; or (b) Software to be installed by Client on Client Equipment - seven (7) days after the date on which such Software is made available to Client (without regard to actual Client installation).
- 1.19. **"Perpetual Software"** means Software identified on a Schedule attached to the Perpetual Software Appendix.
- 1.20. **"Schedule"** means the document so titled and attached to the respective Appendix, which lists each 3M Product to be provided, the Authorized Site(s), and the associated fees.
- 1.21. **"Services"** means Implementation and Training, Support Services, or Consulting Services.
- 1.22. **"Software"** means any and all (a) 3M owned computer program(s) with incorporated Third-Party Content, including any and all software implementation of algorithms, models and methodologies, whether in source code, object code, human readable form or other form and whether embodied in software or otherwise, including application programming interfaces, architecture, records, schematics, computerized databases,

software implementations of algorithms, software tool sets, software models, (b) databases, libraries and compilations, including any and all data and collections of information or data, each to the extent relating to or otherwise used in support or for the benefit of, or embodied within, any of the items in (a) above, (c) descriptions, flow charts and other work products used to design, plan, organize and develop any of the foregoing, and (d) screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, which are licensed under this Agreement and are identified on the applicable Schedule.

1.23. "Software as a Service" or "SaaS" means the cloud infrastructure including hosting, maintenance, and support of the servers, databases and code that constitute the services environment, including, without limitation, system administration, system management, and system monitoring activities for such SaaS products.

1.24. "Support Services" means 3M's maintenance and support of 3M Products as further defined in Section 3.1.3.

1.25. "SOW" means a statement of work or scope of work document so titled that describes the 3M Product and sets forth project specific details.

1.26. "Territory" means the United States of America, its territories and protectorates.

1.27. "Third-Party Content" means all non-3M owned software, algorithms, rules, analytical tools, materials, and content incorporated into, or distributed by 3M for use in combination with the 3M Product.

1.28. "Update" means a modification to Software provided by 3M to each customer licensing the Software without an additional or increased fee.

1.29. "Use Rights" means the limited rights to specific 3M Information granted by 3M.

2. OWNERSHIP; RESTRICTIONS; USE; SERVICES

2.1. Ownership. 3M, and its suppliers, are the sole and exclusive owners of all Intellectual Property Rights in and to the 3M Information.

2.2. Authorized Site. A facility is an Authorized Site if it is (a) Controlled by Client, and (b) has been added to the applicable Schedule. "Controlled" means Client possessing more than fifty percent (50%) of the voting stock or similar ownership interest or, the direct or indirect power to direct or cause the direction of the management, policies, and expenditure or public funds. The Controlled requirement may be waived by 3M on a facility-by-facility basis.

2.2.1. "Access Site" means an Authorized Site that accesses the Software and is identified on the applicable Schedule as an "ACCESS" site.

2.2.2. "Host Site" means a Third-Party Contractor authorized by 3M to host the Software on behalf of Client and is identified on the applicable Schedule as a "HOST" site.

2.2.3. "Install Site" means the Authorized Site's physical location where the Software has been installed and which is listed on the applicable Schedule as an "INSTALL" site.

2.3. Use Rights. Use Rights to 3M Information are found in the applicable Appendix and are specific to the 3M Product(s) added to the applicable Appendices Schedule(s). Any Use Rights not explicitly granted in this Agreement are reserved by 3M.

2.4. Restrictions. Including any additional Restrictions on the applicable Appendices, the Use Rights granted in this Agreement do not permit access or use of 3M Information in any manner not specifically authorized in this Agreement. Client shall not, and shall not permit Authorized Users to:

- (a) download, attempt to download, or make extra copies of the 3M Information, provided however, Client may make: (i) one (1) copy of the Software (non SaaS) for archival purposes and such number of backup copies of the Software (non SaaS) and/or Results as are consistent with Client's normal periodic backup procedures with all such copies remaining subject to the terms of this Agreement, and (ii) reproduce or copy any portion of the Documents into machine-readable or printed form for its internal use and only as required to exercise its rights hereunder;
- (b) sublicense, lease, lend, transfer, redistribute, or permit any third-party to have access to, or the use of, the 3M Information;
- (c) process transactions of any entity or facility that has not been specifically listed as an Authorized Site under the applicable Schedule, including using the Software or Results in a service bureau or any other manner to provide a service or analytics for a third-party;
- (d) disassemble, decrypt, decompile, reverse-engineer, disclose, or use any means to discover the source code, methodologies, or other trade secrets embodied in any 3M Information;

- (e) create derivative works based upon 3M Information;
- (f) engage in any activity or introduce any device, software or routine that interferes with or disrupts the Software, Support Portal (as defined in Section 3.1.3), Client Portal, or the servers or networks which are connected to such;
- (g) remove the Software (non SaaS) from the installation site without 3M's written consent, which shall not be unreasonably withheld; however, during any period of Client Equipment malfunction causing the Software (non SaaS) to be inoperative, Client may use the Software (non SaaS) on alternate Client Equipment if Client promptly notifies 3M in writing of the new location (upon correction of the Client Equipment malfunction, Client shall immediately delete Software from the alternate Client Equipment and certify in writing to 3M such deletion is complete);
- (h) modify or otherwise alter the 3M Information;
- (i) remove the trademarks, trade names or any notice of 3M or 3M's suppliers from any 3M information;
- (j) use, allow access to, or distribute Results or Deliverables that is not permitted in the applicable Appendix;
- (k) create or offer a "wrapper," which is software that hides the underlying Software or Client Portal by any means;
- (l) use or access any 3M Information for benchmarking, consulting, or data analytics; and
- (m) subject the Software to the requirements of any Excluded License. "Excluded License" means any software license that requires (as a condition of use, modification and/or distribution of the software) that the software or other software combined and/or distributed with the software be: (i) disclosed or distributed in source code form; (ii) licensed to make derivative works; or (iii) redistributable at no charge.

2.5. Third-Party Access to or Use of 3M Information. Client is prohibited from providing or allowing a third-party to view, use, execute, or display 3M Information, or create and/or maintain an Interface using 3M Information, unless the third-party has executed a 3M prepared confidentiality agreement and is listed as a limited license Authorized Site on the applicable Schedule.

2.6. Suspension. 3M may temporarily suspend portions of its performance in the event (a) of a denial of service attack or other attack on the Software; (b) 3M determines there is a reasonable likelihood of risk to 3M, 3M Products, or 3M customers if performance is not suspended; (c) 3M determines it is prudent to do so for legal or regulatory reasons; or (d) Client is in breach of the Agreement, subject to the cure period set forth in Section 8.2 (with the exception of a breach of 3M intellectual property, for which no cure period shall apply). 3M shall endeavor to provide Client notice of any suspension under this section. Any suspension shall only be to the extent and duration necessary to investigate and remediate the adverse condition. If a suspension occurs as a result of items (a)-(c) above which last more than five (5) consecutive days, if Client submits a written request for a credit within thirty (30) days of the end of such suspension, 3M will provide a pro-rated credit for the term of the suspension for the suspended 3M Products, to be applied on a future invoice.

2.7. Verification. Upon thirty (30) day notice, and no more than once every twelve (12) months, during Client's regular business hours, Client shall allow 3M, or a third-party designated by 3M, to inspect and audit applicable books and records to verify Client's compliance with its obligations under this Agreement. In addition to other available remedies, the cost of any audit conducted by a third-party shall be paid for by Client if the audit reveals a violation of 3M's Intellectual Property Rights, or unauthorized release or use of 3M Information.

2.8. Third-Party Content. Client agrees to comply with Exhibit B (Third-Party Content Terms and Conditions) which contain flow-down provisions for Third-Party Content that may be incorporated in 3M Products and are contractually required by the Third-Party Content providers. 3M may by written notice, modify the contents of Exhibit B, that do not result in Client incurring additional fees, as may be required by its contracts with Third-Party Content providers by sending Client written notice of the contractually required changes to Exhibit B.

2.9. Use of Client Data. When Client Data is uploaded, submitted, stored, or otherwise sent to 3M through or in connection with a 3M Product, Client gives 3M the right to use, aggregate, and modify Client Data; to develop, enhance, deliver, and support the 3M Product(s) and their underlying technologies, in compliance with the terms of the Business Associate Agreement between the Parties. This right is subject to all applicable laws restricting the use of the applicable types of Client Data.

3. **ADDITIONAL OBLIGATIONS**

3.1. **3M's Obligations.**

3.1.1. Security. 3M is responsible for the security of, access to, and use of Client Data, and the security of any 3M Product that is installed or stored on 3M equipment.

3.1.2. Implementation and Training. When I&T for a module of Software is added to a Schedule, 3M will contact Client and establish a mutually agreed upon I&T plan. 3M agrees to reasonably cooperate with Client including, but not limited to: (i) adhering to the

I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary personnel, equipment (if any is required by be provided by 3M), and technical resources contemplated and required.

3.1.3. Support. Support Services shall be provided as set forth on 3M's website at <https://support.3Mhis.com> as updated from time to time ("Support Portal). Updates and the notifications of Updates for Software installed on Client Equipment, as well as updates to Documents are provided through the Support Portal. Updates to Software installed on 3M equipment are performed by 3M. Support Services do not apply if Client: (a) is in breach of the Agreement; (b) fails to place a Support Service request as set forth in the Support Portal; (c) fails to provide 3M reasonable access to Client's Equipment, data, and qualified Client personnel; and (d) has not installed the most recent Software Update.

3.1.4. Access. To the extent required by law, 3M and applicable subcontractors, shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement and such books, documents and records necessary to verify the cost of services furnished to Client by 3M.

3.2. Client Obligations.

3.2.1. General. Client is responsible for: (a) ensuring Authorized Sites and Authorized Users adhere to the requirements of the Agreement; (b) its business decisions and any medical care it provides; (c) accuracy of Client Data, (d) verifying the accuracy of the Results of the 3M Product(s), (e) any Interfaces not created by 3M, (e) the acquisition and maintenance of Client Equipment and any non-3M software; (f) installing Updates on Client Equipment, and testing and running a commercially reasonable software security scan on all Updates before releasing the Update into its production environment; (g) performing routine backups (e.g., incremental backups performed daily, and full backups performed weekly) of its data and providing 3M with only copies of Client's original data set; (h) provide a list of Client Applications upon request; (i) reasonably cooperating with requests made by 3M; (j) delays or deficiencies caused by special requests made by Client or a government authority (authorized to regulate or supervise Client); and (k) installing all Software for which it has not added I&T to the applicable Schedule. Reasonable cooperation entails but is not limited to: (i) adhering to the I&T plan; (ii) providing constant and informative communication; and (iii) providing the necessary access, data, personnel, facilities, equipment, and technical resources contemplated and required.

3.2.2. Security. Client is responsible for: (a) security of, access to, and use of 3M Information; and (b) within fifteen (15) calendar days of discovery, notifying 3M of unauthorized use, disclosure of, or access to 3M Information.

4. CONFIDENTIAL INFORMATION

4.1. Protected Health Information. The Parties will comply with the applicable provisions of HIPAA and the HITECH Act, and when exchange of protected health information ("PHI") is reasonably anticipated, will enter into a business associate agreement that will be the controlling document as it relates to use, disclosure, confidentiality, and notifications relating to PHI. Unless explicitly contracted for otherwise, PHI delivered to 3M does not constitute a "designated record set" as defined under 45 CFR § 164.501.

4.2. Confidential Information. For the purposes of this Agreement, "Confidential Information" means all nonpublic information that is designated in writing as confidential and falls within a recognized exemption to the San Bernardino County Sunshine Ordinance, County Code of Ordinances Section 19.0101, California Government Code 54950, and California Public Records Act (Government Code Section 6250) ("Regulations"). Confidential Information includes: any business, technical, or personnel information that a Party ("Disclosing Party") discloses to the other Party ("Receiving Party") that: (a) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (b) if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, or is later summarized in writing by the Disclosing Party to the Receiving Party or (c) if not so identified or marked as stated previously, information that would be reasonably understood to be confidential due to the nature of the information or the circumstances in which it was disclosed. 3M represents that it has a good faith belief that such information is exempt from disclosure under the Regulations.

4.3. Confidential Treatment. Each Party will: (a) keep the Disclosing Party's Confidential Information confidential; (b) use the Disclosing Party's Confidential Information only as authorized or necessary to perform its obligations under this Agreement; and (c) protect the Disclosing Party's Confidential Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized disclosure or use of Confidential Information as the Receiving Party uses to protect its own confidential information of a like nature. 3M's privacy standards for confidentiality of contact information of Client personnel (i.e. Personal Information) are found in the 3M Global Privacy policy. Neither Party acquires rights to the other Party's Confidential Information, and a Receiving Party shall hold harmless the Disclosing Party and its personnel, from any unauthorized use or disclosure by the Receiving Party, or its suppliers, of the Disclosing Party's Confidential Information.

4.4. Disclosures Required by Law. If the Receiving Party receives a subpoena, other validly issued administrative or judicial process, or public records request requesting Confidential Information of the Disclosing Party, the Receiving Party will, to the extent legally permissible, promptly notify the Disclosing Party and if requested by the Disclosing Party, tender to the Disclosing Party the defense of the subpoena or process. Unless the subpoena or process is timely limited, quashed or extended, the Receiving Party will then be entitled to comply with the request to the extent

permitted by law. The Receiving Party agrees to furnish only that portion of the Confidential Information that is legally required to be furnished and, in consultation with the Disclosing Party, to use all reasonable efforts to ensure, to the extent possible, that the information is maintained in confidence by the party to whom it is furnished.

4.5. Exceptions. A Party's Confidential Information does not include information that: (a) is made available to the public by the Disclosing Party; (b) was known to the Receiving Party without an obligation of confidentiality prior to its receipt from the Disclosing Party as evidenced by the Receiving Party's written records; (c) is received by the Receiving Party from a third-party who is not subject to an obligation of confidentiality and without breach of any agreement or violation of law to the Disclosing Party and without breach of any agreement or violation of law; or (d) is independently developed by the Receiving Party without reference to Confidential Information received hereunder. The Parties agree that the existence of a copyright notice shall not cause or be construed to cause the Software or Documents to be a published copyrighted work or in the public domain. A Party's information that would otherwise be Confidential Information, but for a breach of an agreement or violation of law, shall remain the Disclosing Party's Confidential Information.

5. WARRANTIES; INDEMNIFICATION

5.1. 3M Warranties and Indemnification.

5.1.1. Debarment/Exclusion from Participation Warranty. 3M warrants to Client that upon the Effective Date, neither it nor any of its officers, directors, or employees performing 3M's obligations under the Agreement (collectively "3M Participant") is excluded from participation in any applicable Federal or State health benefits program. Upon discovery that a 3M Participant is excluded, 3M will immediately remove the 3M Participant from involvement with this Agreement. REMOVAL OF A 3M PARTICIPANT FOR EXCLUSION IS CLIENT'S SOLE REMEDY, UNLESS 3M ITSELF IS THE EXCLUDED PARTICIPANT, IN WHICH CASE CLIENT'S REMEDY IS TERMINATION OF THE AGREEMENT AND A PRORATED CREDIT OF PREPAID FEES.

5.1.2. Software Performance Warranty. Software shall perform in substantial accordance with the Documents; however, 3M does not represent or warrant the operation of the Software will be uninterrupted, error-free, or that immaterial non-conformance between the Software and Documents can be corrected. Upon receipt of written notice from Client that Software fails to meet this warranty, 3M shall provide Support Services in accordance with the terms of the Agreement. IF 3M IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE 3M PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

5.1.3. Services Warranty. 3M warrants to Client that Services will be performed in a workman-like manner, using generally recognized commercial practices and standards. Provided 3M receives written notice of breach of this warranty from Client within thirty (30) days after the Service was performed, CLIENT'S REMEDY IS, AT 3M'S OPTION TO EITHER: (A) RE-PERFORM THE SERVICES IN A MANNER CONSISTENT WITH THIS WARRANTY; OR (B) REFUND TO CLIENT ANY AMOUNTS PAID FOR THE SERVICES THAT FAIL TO MEET THIS WARRANTY AND TERMINATE THE SERVICES GIVING RISE TO THE CLAIM WITHOUT FURTHER OBLIGATION ON THE PART OF EITHER PARTY.

5.1.4. Hardware Warranty. Any warranty for Hardware is provided by the manufacturer of the Hardware. "Hardware" means tools, machinery, and other tangible equipment.

5.1.5. Disabling Code Warranty. 3M warrants to Client that after using reasonable, industry-standard, up-to-date anti-virus technology, the 3M Product does not contain viruses, worms, trojan horses, spyware, ransomware, trap doors, time bombs, or other similar devices and techniques. Nothing prevents the inclusion of technical protection measures in the 3M Product for purposes of preventing unauthorized use, are not considered Disabling Code. IF 3M IS UNABLE TO REMEDY A BREACH OF THIS WARRANTY, CLIENT'S REMEDY SHALL BE TO TERMINATE THE 3M PRODUCT THAT FAILS TO MEET THE WARRANTY AND RECEIVE A PRORATED CREDIT OF APPLICABLE PREPAID ANNUAL FEES.

5.1.6. 3M Indemnification. 3M shall indemnify, defend and hold harmless Client from any and all liability for any damages, cost or expense actually and finally awarded that is caused by or resulting from any third-party claim, action, suit or proceeding that a specific 3M Product licensed under this Agreement infringes or misappropriates such third-party's U.S. patent, trademark, copyright or trade secret ("Infringement Claim"). Client shall give 3M prompt notice of any Infringement Claim and provide 3M with a copy of any pleadings or claim. The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of 3M, provided that 3M may not settle the claim or suit absent the written consent of Client unless such settlement (a) includes a release of all claims pending against Client, (b) contains no admission of liability or wrongdoing by Client, and (c) imposes no obligations upon Client other than an obligation to stop using the Product that is the subject of the claim. Client shall reasonably cooperate with 3M in 3M's defense and settlement of an Infringement Claim. In the event that use of the 3M Product is enjoined or, in 3M's opinion, likely to be enjoined, 3M will, at its option and expense, either: (a) procure for itself, or Client, as applicable, the right to continue using the relevant 3M Product; (b) replace or modify the same so that the relevant 3M Product is comparable and non-infringing, or (c) terminate the alleged infringing 3M Product, require Client to cease all further access to and use of the relevant 3M Product and in such case, 3M will provide Client pro-rated credit of prepaid fees, except with respect to Perpetual Software,

a credit in an amount equal to the unamortized portion (based on straight-line depreciation over a five-year period) of the license fee. 3M shall have no obligation or liability under this Section in the event any Infringement Claim results solely from licensure of the 3M Product in combination with any item not furnished by 3M such liability would not have occurred from the licensure of the 3M Product itself. THIS SECTION STATES CLIENT'S REMEDY FOR ANY ALLEGED INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED.

5.2. Client Warranties and Indemnifications.

5.2.1. Client Data Use. Client represents and warrants that Client has all rights and permissions necessary to grant 3M the use rights set forth in Section 2.9, Use of Client Data.

5.2.2. Client Indemnification. To the extent permitted by law, Client agrees to be responsible for any negligent acts or negligent admissions arising out of this Agreement by or through itself or its employees and Client further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions.

5.3. Exclusions

5.3.1. Warranty Exclusions. THE WARRANTIES SET FORTH IN THIS AGREEMENT DO NOT APPLY IF: (A) THE 3M PRODUCT IS USED, IN WHOLE OR IN PART, WITH COMPUTER EQUIPMENT, INTERFACE(S) OR OTHER SOFTWARE OTHER THAN THOSE RECOMMENDED IN WRITING BY 3M FOR USE WITH THE 3M PRODUCT; (B) ANYONE OTHER THAN 3M OR 3M PERSONNEL IN ANY WAY MAINTAINS, ATTEMPTS TO MAINTAIN, MODIFIES OR ATTEMPTS TO MODIFY THE 3M PRODUCT OR ANY PART THEREOF IN ANY MANNER, EXCEPT FOR THOSE ELEMENTS OF THE 3M PRODUCT THAT ARE SPECIFIED IN THE DOCUMENTS AS BEING USER-DEFINABLE; (C) THE 3M PRODUCT IS USED IN ANY MANNER OTHER THAN AS SPECIFIED IN THE DOCUMENTS; (D) CLIENT FAILS TO USE ANY UPDATE, NEW OR CORRECTED VERSIONS OF THE 3M PRODUCT OR ANY COMPONENT THEREOF MADE AVAILABLE BY 3M; (E) CLIENT FAILS TO FOLLOW ANY WRITTEN DIRECTIONS OR TO PERFORM ANY PROCEDURES PRESCRIBED BY 3M IN WRITING; (F) ANY ABUSE, MISUSE, ACCIDENT OR NEGLIGENCE, IN EACH CASE OTHER THAN BY 3M OR 3M PERSONNEL SHALL HAVE OCCURRED IN RELATION TO THE 3M PRODUCT; (G) THE NON-CONFORMANCE OF THE 3M PRODUCT WITH THE WARRANTY IS CAUSED BY CIRCUMSTANCES OTHER THAN BY THE 3M PRODUCT ITSELF, OR BY 3M OR 3M'S PERSONNEL; OR (H) MODIFICATIONS TO THE 3M PRODUCT MADE BY 3M AT CLIENT'S REQUEST UNLESS 3M HAS AGREED TO WARRANT SUCH MODIFICATIONS IN WRITING.

5.3.2. Third-Party Content. IF 3M RECEIVES A WARRANTY ON THE THIRD-PARTY CONTENT, TO THE EXTENT ALLOWABLE, SUCH WARRANTY SHALL BE PASSED THROUGH TO CLIENT, OTHERWISE, ALL THIRD-PARTY CONTENT IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

5.3.3. Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 5, 3M AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING.

6. LIMITATIONS OF LIABILITY

6.1. RESTORATION OF CLIENT DATA. ALL CLIENT DATA SENT TO 3M IS TO BE A COPY OF CLIENT'S ORIGINAL DATA SET. IF CLIENT DATA IS LOST DUE TO 3M'S NEGLIGENT ACT OR OMISSION, OR BREACH OF WARRANTY, CLIENT'S EXCLUSIVE REMEDY SHALL BE FOR 3M TO USE COMMERCIALY REASONABLE EFFORTS TO RECOVER THE LOST CLIENT DATA SINCE CLIENT'S LAST REQUIRED BACKUP.

6.2. EXCLUDED DAMAGES. EXCEPT FOR A BREACH OF 3M'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CLIENT, NOR 3M AND ITS SUPPLIERS SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY EVEN IF 3M OR ITS SUPPLIERS OR CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE (EXCEPT FOR LOSS OF PROFITS OR REVENUE TO 3M ARISING FROM CLIENT'S FAILURE TO PAY AMOUNTS DUE UNDER THIS AGREEMENT), EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. 3M AND ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY ARISING FROM ANY INTERRUPTION OR LOSS OF USE OF THE 3M PRODUCT, NOR FROM THE UNAVAILABILITY OF, OR CLIENT'S INABILITY TO OBTAIN OR ACCESS, MEDICAL OR OTHER DATA.

6.3. MAXIMUM LIABILITY. 3M'S AND ITS SUPPLIERS' MAXIMUM CUMULATIVE ANNUAL LIABILITY FOR ALL DAMAGES, COSTS OR EXPENSES OF ANY TYPE OR NATURE BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY IS LIMITED TO TWO (2) TIMES THE FEES PAID TO 3M FOR THE 3M PRODUCT GIVING RISE TO THE LIABILITY, IN THE YEAR LIABILITY AROSE. ALL OTHER LIABILITIES NOT SPECIFICALLY LINKED TO A 3M PRODUCT IS LIMITED

TO THE FEES PAID IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. 3M AND ITS SUPPLIERS MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). THIS SECTION DOES NOT APPLY TO ANY NONINFRINGEMENT INDEMNIFICATION OBLIGATIONS OR BREACH OF UNSECURED PROTECTED HEALTH INFORMATION.

7. FEES; AND INVOICING

7.1. Payment of Fees. All fees and other charges are payable in U.S. dollars, are due forty-five (45) days from the date of the invoice ("Payment Period"). During the Payment Period, Client may dispute an invoiced item that Client reasonably believes is incorrect, and for which Client intends to withhold payment; provided that, within the Payment Period, Client: (a) gives 3M a written notice detailing the specific items and amount in dispute and the basis of the dispute (or the invoiced item shall be deemed undisputed), and (b) pays all undisputed amounts in full.

7.2. Suspension. If Client becomes fifteen (15) days delinquent on any undisputed fees, upon written notice to Client, 3M may suspend its obligations under the Agreement until such past due charges are brought current.

7.3. Delays and Additional Expenses. If Client delays or postpones a scheduled event with less than seven (7) day notice, Client shall pay to 3M all reasonably incurred and nonrefundable expenses associated with the delayed or postponed event, and a rescheduling fee calculated to represent one (1) day's fees for the canceled event. If business travel and miscellaneous expense are not included in the quoted fees, they will be billed to Client without mark-up, and will be incurred in accordance with 3M policies. If the delivery of a scheduled event, Services, or Consulting Services is delayed at Client's request, the entire schedule may be extended at 3M's discretion, it being understood that any such extension may exceed the delay requested by Client.

7.4. Taxes. Quoted fees do not include applicable taxes, duties, or amounts levied in place of taxes (collectively "Taxes"). 3M will invoice Client all applicable Taxes unless Client provides 3M a tax-exempt form. Client is not responsible for paying 3M's personal property taxes on the 3M Products nor taxes based on 3M's net income.

8. TERM AND TERMINATION

8.1. Term of the Agreement. The Agreement begins on the Effective Date and ends upon the termination of the last Schedule.

8.2. Termination for Cause. Either Party may terminate the Agreement if: (a) the other Party has failed to take reasonable steps to cure a breach of this Agreement within thirty (30) days after receiving written notice describing the breach; (b) the other Party becomes insolvent; or (c) either Party ceases to conduct business relevant hereunder. In the event Client terminates a 3M Product due to a material breach of a performance warranty by 3M, Client's remedy is for 3M to a refund to Client (i) for Perpetual Software, the unamortized portion of the pre-paid license fee based on straight-line depreciation over a five-year period, (ii) for Software other than Perpetual Software, the unused portion of the current year's pre-paid fee for the Software, or (iii) for Services, the actual fees paid to 3M for the Service not yet performed.

8.3. Obligations upon Termination. Upon termination of this Agreement or a Use Right for a specific 3M Product, each Party shall immediately cease use of the other Party's Confidential Information as it relates to the Use Right that was terminated, or all Confidential Information if the entire Agreement has terminated. Within fifteen (15) days of termination, Client shall: (a) certify that the relevant Software has been de-installed, or if the applicable Software requires 3M to assist in the de-installation have scheduled with 3M a date acceptable to 3M for 3M to de-install the Software; and (b) returned or destroyed all applicable Documents. Within ninety (90) days of the termination of the Agreement, the Parties will have destroyed all the other Party's Confidential Information, or Confidential Information related to the Use Right terminated, except those copies necessary to comply with legal obligations and items for which a perpetual license has been issued. IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, CLIENT IS IN BREACH OF 3M INTELLECTUAL PROPERTY RIGHTS, AND 3M MAY ELECT TO EITHER: (I) DEEM 3M PRODUCT(S) TO BE IN USE BY CLIENT AND CONTINUE TO INVOICE FOR THE FULL LIST PRICE AND THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT; OR (II) SEEK ALL REMEDIES AT LAW TO ENSURE CLIENT HAS DE-INSTALLED THE SOFTWARE AND DESTROYED THE DOCUMENTS.

8.4. Divestiture of Authorized Sites. In the event an Authorized Site is divested, subject to 3M's right of approval, the Parties shall honor the Transition Period. "Transition Period" means a period of time the divested site is to remain an Authorized Site on this Agreement, which shall end the earlier of the date the divested site (a) has an active license for the relevant 3M Products under another agreement with 3M, (b) six (6) months following the date of divestiture, or (c) the divested site's notice to 3M it wishes to terminate all 3M Products under this Agreement. Upon conclusion of the Transition Period, the Use Rights for the divested site will terminate, and 3M will issue a prorated refund to Client applicable prepaid and unused fees.

9. GENERAL PROVISIONS

9.1. Entire Agreement. This Agreement represents the final, complete, exclusive and fully integrated agreement between the Parties with respect to its subject matter and supersedes any understanding, discussions, negotiations, representation or warranty of any kind made prior to or simultaneous with the execution of this Agreement, and no ancillary agreement or obligations are binding unless added to this Agreement by amendment. Terms or conditions found on a purchase order(s) or any other Client prepared document are specifically rejected and do not form any part of this Agreement. A failure or delay in enforcing any right or remedy under this Agreement shall not be construed as a waiver of any existing or future right or remedy. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

9.2. Amendments. Any changes to the Agreement must be done through a 3M prepared amendment executed by authorized representatives of both Parties.

9.3. Interpretation, Priority. The headings and captions contained in this Agreement are for convenience only and shall not constitute a part hereof. In the event of any conflict of terms, the more specific parts of the Agreement prevail over more general; as such, any conflict shall be resolved in the following order of priority unless specifically stated otherwise (the more specific and controlling document listed first): Schedule, SOW, Appendix, Exhibit, and the Agreement's General Terms and Conditions.

9.4. Assignment. Client shall not assign or otherwise transfer this Agreement, including but not limited to, an acquisition or change of control of Client (e.g. merger, sale, voting membership) without 3M's prior written consent, which shall not be unreasonably withheld, and any attempt to do so shall be void.

9.5. Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event. Notwithstanding the foregoing, if such force majeure event precludes payment of fees or the fulfillment of an obligation hereunder, the Parties will work together in good faith to come to a mutually agreeable resolution. In the event of any such delay, all performance obligations shall be tolled to the extent necessary under the circumstances.

9.6. Announcements; Trade Name. Neither Party may use the other Party's trade name or logo, or issue an announcement concerning this Agreement to the trade press or industry consultants without prior written consent.

9.7. Notices. All required legal notices shall be given to the address listed on the cover page of the Agreement, by authorized personnel in writing and delivered by personal delivery, certified or registered mail, or overnight carrier. Any change of address or representative shall be promptly communicated in writing to the other Party. All other correspondence can be addressed to the parties' representatives listed on Exhibit D. If Exhibit D is not completed or the designated party's representative is not reachable, such notices may be delivered to the address on the cover page of the Agreement. Both Parties may also utilize email as acceptable written notice to the other Party except a notice of breach of contract must be sent via the methods described above.

9.8. Governing Law. This Agreement and any questions, claims, disputes or litigation concerning or arising from its creation, performance or termination, shall be governed by the laws of the State of California, without giving effect to the conflicts of laws doctrines of any state.

9.9. Dispute Resolution. The parties shall attempt in good faith to resolve any controversy, claim or dispute (cumulatively, "Dispute") arising from or relating to this Agreement by negotiations between representatives of the parties. Prior to any litigation, the parties agree that "C-Level" executive from each party will discuss with one another to seek a resolution ("C-Level Meeting"), and if the C-Level Meeting doesn't resolve the Dispute, the Dispute shall undergo mediation using a mediator with a background in the industry and subject matter of the Dispute (mediation costs shall be shared equally). In the event of litigation both parties hereby waive any right of trial by jury. Nothing herein shall preclude a Party from taking any action necessary to preclude imminent and irreparable harm, nor diminish a Party's obligation to minimize damages.

9.10. No Third-Party Beneficiaries. Unless stated otherwise the Parties expressly acknowledge and agree that no third-party is intended to be nor shall be considered a beneficiary of any provision of this Agreement.

9.11. Insurance. The Parties shall each maintain insurance policies appropriate to its obligations under this Agreement, certificates of which shall be provided to the other Party upon request. Client is an authorized self-insured public entity for purposes of General Liability and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

9.12. Compliance with Laws. Each Party shall comply with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and orders pertaining to the performance of its obligations under this Agreement including, but not limited to the Deficit Reduction Act of 2005, the Federal False Claims Act and other federal and state laws addressing anti-kickback, self-referral, fraud, waste, and whistleblower protections for those reporting violations of such laws. If one Party believes that the other may not comply with one of the foregoing, it shall so notify the other Party,

which will promptly look into the matter and take measures necessary to remedy any non-compliance. Notwithstanding any other provision in this Agreement, this Agreement is not intended to designate 3M as a delegated entity or First Tier, Downstream, or Related Entity (FDR) under this Agreement or applicable Centers for Medicare & Medicaid Services (CMS) rules.

9.13. Campaign Contribution Disclosure (SB1439). 3M has disclosed to Client using Exhibit F - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of 3M's proposal to Client, or (2) 12 months before the date this Agreement was approved by the County Board of Supervisors. 3M acknowledges that under Government Code section 84308, 3M is prohibited from making campaign contributions of more than \$250 to any member of the County Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, 3M will provide Client a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of 3M or by a parent, subsidiary or otherwise related business entity of 3M.

9.14. Independent Contractors. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

9.15. Injunctive Relief. The Parties agree that a breach of the Agreement may cause immediate and irreparable harm to the damaged party and that monetary damages will not be adequate to fully compensate the damaged Party. Therefore, each Party is entitled to seek injunctive relief for a threatened, anticipated, or actual breach of the Agreement.

9.16. Severability. The provisions of this Agreement are severable. If any part of this Agreement is deemed or rendered void, invalid, or unenforceable, in any jurisdiction in which this Agreement is performed, then that part will be severed from the remainder of the Agreement only as to that jurisdiction. Such severance will not affect the validity or enforceability of the remainder of this Agreement unless such severance substantially impairs the value of the whole agreement to any Party.

9.17. Survival. Sections 2, 4, 5, 7, 8, and 9 hereof shall survive any termination of any Appendix, and/or 3M Product(s), and/or this Agreement, as applicable.

9.18. Attachments. The following are 3M's standard Exhibits and Appendices, which are added only when applicable, based on the 3M Products added by Client on the Agreement:

APPENDICES:

Appendix 1	RESERVED
Appendix 2	Consulting Services
Appendix 3	RESERVED
Appendix 4	RESERVED
Appendix 5	RESERVED
Appendix 6	RESERVED
Appendix 7	RESERVED
Appendix 8	RESERVED
Appendix 9a	RESERVED
Appendix 9b	RESERVED
Appendix 9c	RESERVED
Appendix 10	RESERVED
Appendix 11	RESERVED

EXHIBITS:

- Exhibit A Business Associate Agreement
- Exhibit B Third-Party Content Required Terms
- Exhibit C Network and/or Facility Access and Confidentiality Agreement
- Exhibit D Client Contact Information
- Exhibit E Certificate of Insurance
- Exhibit F Campaign Contribution Disclosure (SB 1439)

EXHIBIT A BUSINESS ASSOCIATE AGREEMENT

Parties:

Executed as an Exhibit to Software License Agreement #O33913-22

San Bernardino County on behalf of Arrowhead Regional Medical Center
400 N Pepper Ave
COLTON, CA 92324-1819
("Covered Entity")

3M Health Information Systems Inc.
575 West Murray Boulevard
Murray, UT 84123-4611
("Business Associate")

The Parties agree that this Business Associate Agreement ("BAA") is executed with 3M Health Information Systems, Inc.'s authorized agent, by way of the Master Software and Services Agreement above, and shall be incorporated by reference into all contracted relationships between the Parties in which the exchange of Protected Health Information is required.

1. Purpose:

Whereas, Business Associate may provide certain software and services as set forth in the Software License and/or Services Agreement(s) ("**Underlying Agreement(s)**") to Covered Entity which may require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information ("**PHI**") and/or Electronic Protected Health Information ("**EPHI**"). As a result, Business Associate may be considered a Business Associate of Covered Entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), and regulations promulgated thereunder. Furthermore, this BAA applies to all Underlying Agreement(s) between Business Associate and Covered Entity.

Whereas, Business Associate and Covered Entity intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement(s) in compliance with (i) HIPAA; (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (the "HIPAA Final Rule"), which amended the HIPAA Privacy and Security Rules (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors,

Whereas, the purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.").

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is hereby agreed as follows:

2. Definitions.

Terms used in this BAA shall have the same meaning as those terms in the Privacy and Security Rules or the HIPAA Final Rule.

"Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

"Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

The terms "Protected Health Information" or "PHI" and "Electronic Protected Health Information" or "EPHI" when used in this BAA shall have the same meanings given to such terms in the Privacy and Security Rules, limited to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity. Wherever the term PHI is used in this BAA, it shall mean, include and be applicable to EPHI. Wherever the term EPHI is used, it shall mean and be applicable to EPHI only.

3. Obligations and Activities of Business Associate: Business Associate agrees, that with respect to PHI, it will:

- a. not use or further disclose PHI other than as permitted or required by this BAA or as Required By Law;
- b. use appropriate safeguards and comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement(s) and this BAA;
- c. in accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), as applicable, enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI;
- d. report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than Thirty (30) Days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include, to the extent such information is available to Business Associate: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 CFR § 164.404;
- e. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available pursuant to 45 CFR § 164.524 upon receipt of a written request of Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 CFR § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall direct the Individual to his or her healthcare provider;
- f. to the extent Business Associate maintains PHI in a Designated Record Set, make such information available to Covered Entity for amendment pursuant to 45 CFR § 164.526 upon receipt of a written request of Covered Entity. If an Individual submits a written request for amendment pursuant to 45 CFR § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall direct the Individual to his or her healthcare provider. Any amendments to PHI made by Business Associate at the direction of Covered Entity shall be the responsibility of the Covered Entity;
- g. document disclosures of PHI made pursuant to applicable law and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- h. make available to Covered Entity the information collected in accordance with Section 3(g) of this BAA as is in the possession of Business Associate to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual submits a written request for an accounting of disclosures pursuant to 45 CFR § 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall direct the Individual to his or her healthcare provider;
- i. make internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary of the United States Department of Health and Human Services (the "Secretary"), in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule; and
- j. mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

4. Permitted Uses and Disclosures by Business Associate:

Except as otherwise limited in this BAA, Business Associate may use or disclose PHI:

- a. on behalf of, or to provide services to, Covered Entity, as provided for in the Underlying Agreement(s) and in accordance with the Privacy Rule, provided that such disclosure would not violate the Privacy Rule. To the extent Business Associate is carrying out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement(s) or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s). Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the intended purpose of such request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto;
- b. for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that, in the case of disclosure to third parties, Business Associate shall obtain reasonable assurances from the person or entity to whom the

PHI is disclosed that it will remain confidential, be used or further disclosed only as Required by Law or for the purpose for which it was disclosed (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and the person or entity will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

- c. to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B); and
- d. to de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b), and to use de-identified data solely and exclusively as permitted by applicable law.

5. Obligations of Covered Entity: Covered Entity shall:

- a. not transmit Unsecured PHI to Business Associate. Any Secured PHI, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Covered Entity to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. Any Electronic PHI disclosed by Covered Entity to Business Associate shall be rendered unusable, unreadable or indecipherable through the use of a technology or methodology specified by the Secretary in guidance issued under the HITECH Act and shall not constitute Unsecured PHI;
- b. notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation;
- c. notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI;
- d. notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction.
- e. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity.

6. Term and Termination

- a. Term. The Term of this BAA begins on the Effective Date (above) and ends when all Underlying Agreement(s) have expired and PHI provided by Covered Entity to Business Associate is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.c.
- b. Breach. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement(s) (which requires compliance with this BAA), if cure is not possible. However, all rights and obligations arising prior to such termination shall remain in effect. All other Agreements between Covered Entity and Business Associate shall remain in effect in accordance with their terms.
- c. Effect of Termination. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI except as provided for in this BAA. If return or destruction of PHI is not feasible, Business Associate shall: (i) extend the security protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Miscellaneous

- a. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith in all respects with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry, unless such Party is a named adverse party in such litigation or investigation.
- b. HIPAA Final Rule Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in ways that now directly regulate, or will on future dates directly regulate, Business Associate

EXHIBIT B

THIRD-PARTY CONTENT REQUIRED TERMS

AMA TERMS AND CONDITIONS

The following terms and conditions apply to Client's use of Software containing Current Procedural Terminology (CPT®) and/or material published in CPT® Assistant (collectively referred to herein as "AMA Editorial Content") in addition to the terms and conditions set forth in the License Agreement ("Agreement"). In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B, with respect to Client's use of the AMA Editorial Content, the terms and conditions of this Exhibit B shall control.

1. Grant of Rights Restrictions. Client has a nontransferable, nonexclusive license to use the AMA Editorial Content contained within the Software solely for its internal purposes within the United States. Client is prohibited from publishing, distributing via the Internet or other public computer based information system, creating derivative works (including translations), transferring, selling, leasing, licensing or otherwise making the AMA Editorial Content, or a copy or portion thereof, available to any unauthorized party. Client's access to updated AMA Editorial Content depends upon a continuing contractual relationship between 3M and the AMA. Client shall ensure that anyone with authorized access to the AMA Editorial Content will comply with the provisions of the Agreement, including this Exhibit B. Any printing or downloading of CPT® Assistant from the Software must be solely for Client's internal use, without any modification to the content, and in such a way that all references to the AMA are included.

2. Notices. CPT and CPT Assistant are copyrighted works of the American Medical Association. CPT is a registered trademark of the American Medical Association. The following U.S. Government Rights notice shall apply: U.S. Government Rights. This product includes CPT and/or CPT Assistant which is commercial technical data which was developed exclusively at private expense by the American Medical Association, 515 North State Street, Chicago, Illinois, 60610. The AMA does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision.

3. Backup Rights. Client may make backup copies of the Software containing AMA Editorial Content for backup or archival purposes only provided that all notices of proprietary rights, including trademark and copyright notices, appear on all backup or archival copies made.

4. Warranty Disclaimer. TO THE FULLEST EXTENT POSSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES (EXPRESS AND IMPLIED) INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING ARE DISCLAIMED WITH RESPECT TO THE AMA EDITORIAL CONTENT. CLIENT'S USE OF THE AMA EDITORIAL CONTENT AS CONTAINED IN THE SOFTWARE IS "AS IS" WITHOUT ANY LIABILITY TO 3M OR THE AMA INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS FOR SEQUENCE, ACCURACY, OR COMPLETENESS OF DATA, OR THAT THE AMA EDITORIAL CONTENT WILL MEET CLIENT'S REQUIREMENTS. THE SOLE RESPONSIBILITY OF THE AMA IS TO MAKE AVAILABLE TO 3M REPLACEMENT COPIES OF THE AMA EDITORIAL CONTENT IF THE DATA IS NOT INTACT. THE AMA DISCLAIMS ANY LIABILITY FOR ANY CONSEQUENCES DUE TO USE, MISUSE, OR INTERPRETATION OF INFORMATION CONTAINED OR NOT CONTAINED IN THE AMA EDITORIAL CONTENT.

5. AMA as Third-Party Beneficiary. The AMA is a third-party beneficiary of those terms and conditions of the Agreement, including this Exhibit B, necessary to protect the rights and interests of the AMA with respect to AMA Editorial Content.

* * *

EXHIBIT B - 2

THIRD-PARTY CONTENT REQUIRED TERMS

HEALTH FORUM TERMS AND CONDITIONS

To the extent Client has licensed Software which contains AHA Coding Clinic™ for ICD-9-CM, ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, and/or AHA Coding Clinic™ for HCPCS, the following terms and conditions apply to Client's use of such Software in addition to the terms and conditions set forth in the Agreement. In the event of a conflict between the terms and conditions in the Agreement and those set forth in this Exhibit B-2, with respect to Client's use of such Software, the terms and conditions of this Exhibit B-2 shall control.

ICD-9-CM Coding Handbook, Revised Edition, by Faye Brown, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-9-CM Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

ICD-10-CM and ICD-10-PCS Coding handbook (most current year), by Nelly Leon-Chisen, is copyrighted by Health Forum, LLC, Chicago, Illinois, which licenses its use. No portion of ICD-10-CM and ICD-10-PCS Coding Handbook may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, without the prior express, written consent of Health Forum, LLC.

It is understood that Health Forum, LLC did not enter the ICD-9-CM Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information.

It is also understood that Health Forum, LLC did not enter the ICD-10-CM and ICD-10-PCS Coding Handbook information and data into the computer and therefore Health Forum, LLC is not responsible for the accuracy, completeness or appropriateness of the information. Health Forum, LLC makes no warranties of merchantability or fitness for a particular purpose.

Health Forum, LLC shall have no liability to anyone including 3M and the Sublicensed Location, for lost profits or indirect or consequential damages. Health Forum, LLC makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for ICD-9-CM is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for ICD-9-CM may be copied without the express, written consent of Health Forum, LLC.

It is understood that AHA did not enter the AHA Coding Clinic™ for ICD-9-CM information and data into the computer and therefore AHA is not responsible for the accuracy, completeness or appropriateness of the information. AHA makes no warranties of merchantability or fitness for a particular purpose. AHA shall have no liability to anyone, including 3M and the Client, for lost profits or indirect or consequential damages. AHA makes no warranties of any kind with respect to 3M, its products or services.

AHA Coding Clinic™ for HCPCS is copyrighted by the American Hospital Association ("AHA"), Chicago, Illinois, which licenses its use. No portion of AHA Coding Clinic™ for HCPCS may be copied without the express, written consent of Health Forum, LLC.

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The printing or downloading of ICD-9-CM Coding Handbook, AHA Coding Clinic™ for ICD-9-CM and AHA Coding Clinic™ for HCPCS (collectively, the "HF Documentation") or any portion thereof, is prohibited, other than the printing of an excerpt from HF Documentation on a specific topic without any modification to the excerpt for internal use only by the Authorized Site as long as the source of the excerpt(s) is printed on the printout(s).

The text of HF Documentation is and will remain inaccessible to other programs capable of generating paper printouts of HF Documentation (excluding the print screen functionality of Windows software) by encrypting all files containing source text of HF Documentation.

EXHIBIT B - 3**THIRD-PARTY CONTENT REQUIRED TERMS****NOTICES****LOINC NOTICE**

Certain Software may include all or a portion of the LOINC® table, LOINC panels and forms file, LOINC document ontology file, and/or LOINC hierarchies file, or is derived from one or more of the foregoing, subject to a license from Regenstrief Institute, Inc. Your use of the LOINC table, LOINC codes, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file also is subject to this license, a copy of which is available at <http://loinc.org/terms-of-use>. The current complete LOINC table, LOINC Users' Guide, LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are available for download at <http://loinc.org>. The LOINC table and LOINC codes are copyright © 1995-2013, Regenstrief Institute, Inc. and the Logical Observation Identifiers Names and Codes (LOINC) Committee. The LOINC panels and forms file, LOINC document ontology file, and LOINC hierarchies file are copyright © 1995-2013, Regenstrief Institute, Inc. All rights reserved. THE LOINC TABLE (IN ALL FORMATS), LOINC PANELS AND FORMS FILE, LOINC DOCUMENT ONTOLOGY FILE, AND LOINC HIERARCHIES ARE PROVIDED "AS IS." ANY EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LOINC® is a registered United States trademark of Regenstrief Institute, Inc. A small portion of the LOINC table may include content (e.g., survey instruments) that is subject to copyrights owned by third parties. Such content has been mapped to LOINC terms under applicable copyright and terms of use. Notice of such third-party copyright and license terms would need to be included if such content is included.

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SNOMED CT

RxNorm

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* * *

EXHIBIT B-4
THIRD-PARTY CONTENT REQUIRED TERMS
INTERSYSTEMS CORPORATION LICENSE AND SUPPORT TERMS

1. These License and Support Terms are part of the License Agreement between InterSystems Corporation ("InterSystems") and the end user customer ("you," the "Customer" or the "End User"), who has signed a Master Software and Services Agreement with 3M Health Information Systems, Inc. (the "Partner"). The License Agreement shall not be binding until an order form (the "Order Form") has been fully executed between Partner and InterSystems.
2. As of the date the Order Form has been fully executed (Partner will execute such Order Form prior to implementation of Customer) (the "Effective Date"), InterSystems hereby grants to you a nontransferable and nonexclusive license (the "License") to use the InterSystems product(s) incorporated into the Partner solution internally within your organization in the conduct of your business, provided that all fees are paid by Partner to InterSystems. You may only use the Licensed Software to run the Partner's solution and to connect the Partner's solution to other applications or systems, but not for any other purpose. No License shall be granted upon the physical delivery of any software to you. For the avoidance of doubt, the "Licensed Software" shall not include any open source or third-party software that may be shipped with, installed with or used in conjunction with InterSystems' proprietary software.
3. You are acquiring the License via the Partner so the Partner will be responsible for paying all fees specified therein to InterSystems.
4. If your use of the Licensed Software is regulated, you agree not to use or implement the Licensed Software in any manner that is outside the scope of intended use or otherwise violates any prohibitions or conditions set forth in a Quality Agreement or otherwise communicated to you by InterSystems.
5. Your License is a subscription License. The term ("License Term") of a subscription License begins on the Effective Date and terminates automatically on the last day of the final period for which InterSystems has received the proper fee.
6. The Licensed Software may only be used on servers operated by you or on your behalf. You may not sublicense the Licensed Software or otherwise make it available to third parties except as explicitly provided herein.
7. Software Update and Technical Assistance ("Product Support") shall be provided in accordance with the standard product terms in effect on the date such Product Support is invoiced. You shall receive all Product Support from the Partner and not from InterSystems directly.
8. InterSystems hereby warrants to you that (i) the Licensed Software will operate substantially in accordance with InterSystems' documentation relating thereto for one year from the Effective Date or the end of the License Term, whichever occurs first, and (ii) all Product Support shall be provided in a manner consistent with industry standards. The foregoing warranties are conditioned upon the use of the Licensed Software strictly in accordance with InterSystems' documentation and instructions, and the absence of any misuse, damage, alteration or modification thereof. INTERSYSTEMS SHALL NOT BE DEEMED TO HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, DESIGN, OPERATION OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED SOFTWARE OR PRODUCT SUPPORT. MOREOVER, The Licensed Software is not a substitute for the skill, knowledge and experience of the individuals who may use the Licensed Software. Your exclusive remedy for a breach of the above warranties shall be for InterSystems to use reasonable efforts to repair, replace or re-perform any non-conforming Licensed Software or Product Support, as applicable. The limited warranty provided in (i) above does not include Product Support and are not a substitute for Product Support. You must direct any warranty claim to the Partner and the Partner will send the claim directly to InterSystems.
9. In the event of a valid claim that any Licensed Software that has not been altered, modified, misused or damaged infringes upon the intellectual property rights of a third party when used in accordance with InterSystems' documentation and instructions, InterSystems shall either (a) modify the Licensed Software, (b) procure a license for you to use the Licensed Software or (c) terminate your License, at InterSystems' sole discretion.
10. InterSystems' liability to you shall in no event exceed the portion of the fee received by InterSystems in respect of the specific Licensed Software or Product Support on account of which such liability arose. In no event shall InterSystems be liable to you for any special, incidental, exemplary, indirect or consequential damages or lost profits.
11. Either party may terminate the License Agreement with 30 days advance written notice upon the other party's breach if the breach is not cured during that period. InterSystems will consult the Partner before terminating the License Agreement. The Partner shall be liable for all fees relating to Licensed Software or Product Support provided prior to termination, and Sections 10, 11, 12, 13, and 14 hereof shall survive termination or expiration of the License Agreement. Your rights to use the Licensed Software cease immediately upon termination or expiration of the License Agreement.
12. The Licensed Software and related documentation are and shall remain the sole property of InterSystems. You agree not to (i) decompile, disassemble, or reverse engineer the Licensed Software or (ii) with the exception of the Partner for the purposes of fulfilling your obligations under your agreement with Partner, disclose to others the Licensed Software or any data or information relating to the Licensed Software. You agree to allow InterSystems or its representatives to audit your use of the Licensed Software upon 5 days advance notice by InterSystems. You agree to provide access to your premises and otherwise cooperate with InterSystems in such audit. Any such audit shall be conducted with the assistance from the Partner.
13. The parties are and shall be independent contractors to one another, and the License Agreement shall not create an agency, partnership or joint venture between the parties. Neither party nor its employees, agents or representatives shall be deemed to be an agent or employee of the other party and each party acknowledges that it is not authorized to bind or in any way commit the other party to any legal, financial or any other obligation.
14. This License Agreement shall be governed by and construed in accordance with the laws of, and the parties agree to submit to exclusive jurisdiction of the Commonwealth of Massachusetts, USA. The English version of the License Agreement shall control unless otherwise required by local law.
15. You agree to comply with all applicable laws, including, but not limited to: U.S. export control or similar laws with respect to the distribution of the Licensed Software, Product Support and technical data; the US Foreign Corrupt Practices Act and any other anti-corruption laws; and applicable data protection laws. Without InterSystems' prior written consent, you may not allow the Licensed Software, Product Support or technical data to be exported to or used in a country or region where a license, permit or special permission is required. InterSystems may, but shall not be required to, apply for such license, permit or permission at your expense.
16. This document sets out all the terms (the "License Agreement") between you and InterSystems relating to your use of the Licensed Software and receipt of Product Support and supersedes any prior understandings between us as well as any purchase orders or similar documents that may be submitted to InterSystems. InterSystems shall have the right to transfer or assign the License Agreement without your consent or prior notice to you. You may not assign the License Agreement without InterSystems' prior written consent. The License Agreement may only be modified or amended by a writing signed by both parties.

EXHIBIT C**NETWORK AND/OR FACILITY ACCESS AND CONFIDENTIALITY AGREEMENT**

This ACCESS AND CONFIDENTIALITY AGREEMENT (the "Access Agreement") is made by and between 3M Health Information Systems, Inc. ("3M") and **San Bernardino County on behalf of Arrowhead Regional Medical Center** ("Customer"). The parties have contemporaneously entered into a Software License and/or Services Agreement, as amended (Agreement), pursuant to which, inter alia, Customer and 3M have agreed to terms and conditions setting forth the complete rights and obligations of the parties including, but not limited to, the use and confidentiality of the parties' systems and information, and provisions relating to the use of Protected Health Information (as set forth in the Exhibit to the Agreement entitled Business Associate Agreement or as an independent Business Associate Agreement ("BAA")). All of the terms and conditions of the Agreement shall continue in full force and effect and shall apply to this Access Agreement. In the event a conflict arises between the terms of this Access Agreement and the terms of the Agreement and BAA, the conflict shall be resolved in the following order of priority unless specifically stated otherwise (governing provision stated first): the Agreement, as amended (including all Attachments and Exhibits thereto, and the BAA), this Access Agreement.

As set forth in the Agreement, 3M understands that Customer must assure the confidentiality of its human resources, payroll, financials, research, internal reporting, strategic planning, communications, computer systems and management information (collectively, "Operational Information"). Therefore, in connection with this Agreement and the Agreement, including the BAA, 3M shall instruct its employees, agents and contractors ("3M Personnel") as follows:

1. Not to disclose or discuss any Operational Information with others who do not have a need to know such information.
2. Not to divulge, copy, release, sell, loan, alter, or destroy any Operational Information except as properly authorized.
3. Not to discuss Operational Information where others can overhear the conversation. It is not acceptable to discuss Operational Information even if the patient's name is not used.
4. Not to make any unauthorized transmissions, inquiries, modifications, or purging of Operational Information.
5. To immediately return to Customer any documents or media containing Operational Information upon termination of access.
6. That 3M and 3M Personnel have no rights to any ownership interest in any information accessed or created by the same during the relationship with Customer.
7. To abide by 3M's Compliance and Ethical Business Conduct Guidelines, found at https://www.3m.com/3M/en_US/ethics-compliance/code/.
8. That a violation of this Agreement may result in disciplinary action, up to and including termination of access or suspension/loss of privileges within Customer systems.
9. To only access or use systems or devices 3M Personnel are officially authorized to access and not to demonstrate the operation or function of systems or devices to unauthorized individuals.
10. That Customer may log, access, review, and otherwise utilize information stored on or passing through its systems, including e-mail, in order to manage systems and enforce security.
11. To practice good workstation security measures such as locking up diskettes when not in use, using screen savers with activated passwords appropriately, and positioning screens away from public view.
12. To practice secure electronic communications by transmitting Operational Information only to authorized entities, in accordance with approved security standards.
13. To use only 3M Personnel's officially assigned User-ID and password and use only approved licensed software.
14. To never share/disclose user-IDs, passwords or tokens, use tools or techniques to break/exploit security measures or connect to unauthorized networks through the systems or devices.
15. To notify the appropriate Information Services person, as directed by Customer, if any 3M personnel password has been seen, disclosed, or otherwise compromised, and will report activity that violates this agreement, privacy and security policies, or any other incident that could have any adverse impact on Operational Information.
16. This Agreement will terminate upon the expiration or termination of the Services Agreement; provided, however the confidentiality obligations hereunder will continue after termination or expiration of this Agreement, subject to the limitations on such obligations as defined in the Services Agreement, or if not defined, for four (4) years after the termination or expiration of the Services Agreement, unless such information becomes publicly available through no fault of 3M.

The Parties have agreed to this Access and Confidentiality Agreement, which has been signed by way of the MSSA Agreement and will be terminated by way of the MSSA Agreement. Please see MSSA Agreement Signature Page for the authorized signatures.

SECTION BELOW TO BE FILLED OUT BY 3M PERSONNEL REQUIRING ACCESS TO CUSTOMER FACILITY (AS AND WHEN REQUIRED)

CUSTOMER WILL PROMPTLY PROVIDE ACCESS TO ALL REQUESTS BY 3M PERSONNEL

NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER
NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER	NAME	3M EMPLOYEE ID #	EMAIL ADDRESS	PHONE NUMBER

EXHIBIT D

CLIENT CONTACT INFORMATION

Client shall provide the following information:

Send Invoices to:

Name: William Valle/Leah Beck
Title: HIM Department
Address: 400 N Pepper Avenue, Colton CA 92324
Phone number: (909) 658-3180 / (909) 658-3177
Email Address: vallew@armc.sbcounty.gov/ beckl@armc.sbcounty.gov
Email Address for Invoices: accountspayable@armc.sbcounty.gov

Accounts Payable Contact:

Name: Pam Jacobs
Title: Accounts Payable
Phone number: (909) 777-0718
Email Address: AccountsPayable@armc.sbcounty.gov

Contact for installation:

Name: William Valle/Leah Beck
Title: HIM Department
Phone number: (909) 658-3180 / (909) 658-3177
Email Address: vallew@armc.sbcounty.gov/
beckl@armc.sbcounty.gov

Renewal contact:

Name: William Valle/Leah Beck
Title: HIM Department
Phone number: (909) 658-3180 / (909) 658-3177
Email Address: vallew@armc.sbcounty.gov/
beckl@armc.sbcounty.gov

* * *

EXHIBIT E

CERTIFICATE OF INSURANCE

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED 3M Health Information Systems, Inc. 575 West Murray Blvd. Murray, UT 84123	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Old Republic Insurance Company	24147														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W28093898 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 317359	03/01/2023	03/01/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPIOP AGG \$ 10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			MWTB 317357	03/01/2023	03/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	MWC309963-23	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2023

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: Marsh U.S. Operations	
	PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-5382
E-MAIL ADDRESS: Minneapolis.CertRequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Indian Harbor Insurance Company		36940
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

CN102271006--Cyber-23-24

INSURED
 3M Health Information Systems, Inc.
 575 West Murray Blvd.
 Murray, UT 84123

COVERAGES **CERTIFICATE NUMBER:** CH-010242972-05 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	E&O/Network Security/Privacy Liability			MTP0040072 10	05/01/2023	05/01/2024	Per Claim/Aggregate (See attached) 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence Of Insurance

CERTIFICATE HOLDER 3M Health Information Systems, Inc. 575 West Murray Blvd. Murray, UT 84123	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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MASTER SERVICES AGREEMENT

APPENDIX 2

CONSULTING SERVICES ADDITIONAL TERMS

IN ADDITION TO THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT, THE PROVISIONS OF THIS APPENDIX SHALL ONLY APPLY TO 3M'S PROVISION OF CONSULTING SERVICES TO CLIENT UNDER THIS APPENDIX AND IDENTIFIED ON ANY SCHEDULE 2.

1. **Definitions.** Capitalized terms used herein but not otherwise defined hereunder shall have the meaning ascribed to them in the Agreement.
 - 1.1. **"Annual Billing Cycle"** means each one-year period, beginning on the first License Start Date unless otherwise set forth on the applicable Schedule.
2. **Use Rights.** Subject to the terms of the Agreement, and only for Client's internal business purposes for the Authorized Sites listed on any Schedule 2, 3M grants the following Use Rights to Client:
 - 2.1. **Deliverables License.** Client shall have a non-exclusive, non-transferable, non-sublicensable, perpetual license to access and use the Deliverables in compliance with the purposes for which the Deliverable was produced.
 - 2.2. **Client Portal License.** When provided by 3M, Client shall have a non-exclusive, non-transferable, non-sublicensable, license, annual or otherwise designated, to access and use the Client Portal during the Consulting Services Term.
3. **Services Package Term.**
 - 3.1. **Annual Consulting Services Term.** The term of any annual Consulting Services is the length of time defined in any Schedule 2 ("Annual Consulting Services Term"). Consulting Services will automatically terminate at the end of the designated Annual Consulting Services Term.
 - 3.2. **One-Time Consulting Services Term.** The Consulting Services Term for items designated as one-time fees on Schedule 2, will begin on the commencement of the Consulting Services, and end upon completion thereof.
4. **Fees; Invoicing.**
 - 4.1. **Annual Consulting Services Fees.** Annual Consulting Services fees as set forth on any Schedule 2, will be invoiced to Client on or shortly after they have been added to Schedule 2, unless otherwise set forth on any Schedule 2. 3M shall communicate Client's next Annual Billing Cycle fees for each Schedule 2 by e-mail, U.S. mail, or courier approximately ninety (90) days prior to the end of the Annual Billing Cycle for each Schedule 2. The annual Consulting Services fee increases during any then-current Services Package Term shall not exceed five percent (5%) of the fees for the immediately preceding year, unless otherwise set forth on the applicable Schedule 2.
 - 4.2. **One-Time Consulting Fees.** Fees for Consulting Services performed on a one-time basis, are set forth on a Schedule 2 will be shown as a one-time fee, and shall be invoiced to Client on or shortly after they have been added to Schedule 2, unless otherwise set forth on the applicable Schedule 2.
 - 4.3. **Travel and Expenses.** When applicable, 3M will invoice Client for training materials and actual business-related travel and miscellaneous expenses (e.g., meals, hotel, etc.) without mark-up, in accordance with 3M policies.
5. **Additional Terms & Conditions.**
 - 5.1. **Employment of Former County Officials.** Information must be provided regarding former Client Administrative Officials (as defined below) who are employed by or represent 3M and working on this Agreement. The information provided must include a list of former Client Administrative Officials who terminated Client employment within the last five years and who are now officers, principals, partners, associates or members of 3M and should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of 3M. For purposes of this section, "Client Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
 - 5.2. **Background Checks for 3M Personnel.** 3M shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to Client; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Client and not in violation of applicable law, 3M shall conduct a background check, at 3M's sole expense, on all its personnel

providing Services. If requested by the Client, 3M shall certify as to the results of the background check of each individual to the Client. Such background check shall be in the form generally used by 3M in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. 3M personnel who do not meet the Client's hiring criteria, in Client's sole discretion, shall not be assigned to work on Client property or Services, and Client shall have the right, at its sole option, to refuse access to any 3M personnel to any Client facility.

- 5.3. Compliance with County Policy.** In performing the Services at any Client facilities, 3M Personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Client regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of Client; and (d) abide by all laws applicable to the Client facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "Client Policies"). Client Policies shall be presented to 3M Personnel upon entering Client Facilities.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

- 5.4. Damage to County Property.** 3M shall repair, or cause to be repaired, at its own cost, all damage to Client vehicles, facilities, buildings or grounds caused by the willful or negligent acts of 3M or employees or agents of 3M. Such repairs shall be made immediately after 3M becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If 3M fails to make timely repairs, the Client may make any necessary repairs. For such repairs, 3M, shall repay all reasonable costs incurred by the Client

- 5.5. Improper Influence.** Client shall make all reasonable efforts to ensure that no Client officer or employee, whose position within Client enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to 3M or officer or employee of 3M.

- 5.6. Notice of Delays.** Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within a reasonable time, give notice thereof, including all relevant information with respect thereto, to the other party.

- 5.7. Right to Monitor.** Client, State and Federal governments, shall have absolute right to review and audit all records, books and other pertinent items as requested, and shall have the right to monitor the performance of 3M in the delivery of Services provided under this Agreement. 3M shall give reasonable cooperation, in any auditing or monitoring conducted. 3M shall cooperate with Client in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements required by law. 3M shall repay to Client within thirty (30) days of receipt of audit findings any reimbursements made by Client to 3M that are determined by subsequent audit to be unallowable pursuant to the terms of this Agreement or by law.

- 5.8. Records.** All records pertaining to Services delivered and all fiscal, statistical and management books and records directly pertaining to this Agreement shall be available for examination and audit by Client representatives for a period of three years after final payment under the Agreement or until all pending Client, State and Federal audits are completed, whichever is later.



MASTER SERVICES AGREEMENT

SCHEDULE 2-1

CONSULTING SERVICES FEE SCHEDULE

THE ITEMS LISTED HEREUNDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT AND APPENDIX 2.

- 1. Term of Schedule 2-1.** The term of this Schedule begins on May 1, 2024, continues for five (5) years (“Term”), and automatically terminates. Upon completion of the Term set forth in this section, the parties agree that if delivery of the Performance Advisory Services and Reports Solution reports identified in the Scope of Work are delayed, the Term shall extend for a period to allow for the delivery of data and creation of reports in the final year of the Term (“Tail Period”); no additional fees apply for the Tail Period.
- 2. Itemized Schedule of 3M Products below:**

ITEM	ACTION	SKU	AUTHORIZED SITE(S) PRODUCT/SERVICE DESCRIPTION	YR 1 FEE	YR 2 FEE	YR 3 FEE	YR 4 FEE	YR 5 FEE
			<i>ARROWHEAD REG MED CTR – 400 N PEPPER AVE, COLTON, CA – HI2930198</i>					
1	Add	CDI NETWORK YRLY	Annual Entitlement Access to CDI Network					
2	Add	CODING CDI CNSLT SOL	Coding Quality and CDI Consulting Solution ¹					
3	Add	PDMREPORTS SOL	Performance Advisory Services and Reports Solution ¹					
FEES SUMMARY BY YEAR				\$361,919.00	\$380,014.00	\$399,017.00	\$418,969.00	\$439,920.00

FEE SUMMARY:

**TOTAL FIRST YEAR CONSULTING SERVICES FEES:	\$361,919.00
TOTAL FIRST YEAR FEES THIS SCHEDULE:	\$361,919.00

The fees stated above are guaranteed through April 30, 2024. If an executed copy of the Agreement is not returned to 3M by end of day April 30, 2024, the fees are subject to adjustment. The fees stated above reflect a number of discounts and considerations unique to Arrowhead Regional Medical Center.

- ¹ The Statement of Work is included as Attachment A to this Schedule.
- ² The fees include up to one (1) hour of Client-required EMR or other training per consultant; any Client-required training over one (1) hour shall be billed at 3M's then current rate.

3. Other:

3.1 Invoicing Details. The annual fees will be invoiced as follows:

Amount	Milestone	SKU	Invoice Code
Year 1:			
	Bill upon inception of Follow-up Visit 1 or equivalent service	CODING CDI CNSLT SOL	FOLLUP1YR1
	Bill upon inception of Follow-up Visit 2 or equivalent service	CODING CDI CNSLT SOL	FOLLUP2YR1
	Bill upon inception of Follow-up Visit 3 or equivalent service	CODING CDI CNSLT SOL	FOLLUP3YR1
	Bill upon inception of Follow-up Visit 4 or equivalent service	CODING CDI CNSLT SOL	FOLLUP4YR1
	Bill upon inception of outpatient consulting services or equivalent service	CODING CDI CNSLT SOL	FOCTRN1YR1
	Bill upon inception of P2P Education or equivalent service	CODING CDI CNSLT SOL	P2PED1YR1
	Reporting Year 1 - delivery of first report	PDM REPORTS SOL	RPTYR1
\$361,919.00	TOTAL – Year 1		
Year 2:			
	Bill upon inception of Follow-up Visit 1 or equivalent service	CODING CDI CNSLT SOL	FOLLUP1YR2
	Bill upon inception of Follow-up Visit 2 or equivalent service	CODING CDI CNSLT SOL	FOLLUP2YR2
	Bill upon inception of Follow-up Visit 3 or equivalent service	CODING CDI CNSLT SOL	FOLLUP3YR2
	Bill upon inception of Follow-up Visit 4 or equivalent service	CODING CDI CNSLT SOL	FOLLUP4YR2
	Bill upon inception of outpatient consulting services or equivalent service	CODING CDI CNSLT SOL	FOCTRN1YR2
	Bill upon inception of P2P Education or equivalent service	CODING CDI CNSLT SOL	P2PED1YR2
	Reporting Year 2 - delivery of first report	PDM REPORTS SOL	RPTYR2
\$380,014.00	TOTAL – Year 2		
Year 3:			
	Bill upon inception of Follow-up Visit 1 or equivalent service	CODING CDI CNSLT SOL	FOLLUP1YR3
	Bill upon inception of Follow-up Visit 2 or equivalent service	CODING CDI CNSLT SOL	FOLLUP2YR3
	Bill upon inception of Follow-up Visit 3 or equivalent service	CODING CDI CNSLT SOL	FOLLUP3YR3
	Bill upon inception of Follow-up Visit 4 or equivalent service	CODING CDI CNSLT SOL	FOLLUP4YR3
	Bill upon inception of outpatient consulting services or equivalent service	CODING CDI CNSLT SOL	FOCTRN1YR3
	Bill upon inception of P2P Education or equivalent service	CODING CDI CNSLT SOL	P2PED1YR3
	Reporting Year 3 - delivery of first report	PDM REPORTS SOL	RPTYR3
\$399,017.00	TOTAL – Year 3		
Year 4:			
	Bill upon inception of Follow-up Visit 1 or equivalent service	CODING CDI CNSLT SOL	FOLLUP1YR4
	Bill upon inception of Follow-up Visit 2 or equivalent service	CODING CDI CNSLT SOL	FOLLUP2YR4
	Bill upon inception of Follow-up Visit 3 or equivalent service	CODING CDI CNSLT SOL	FOLLUP3YR4
	Bill upon inception of Follow-up Visit 4 or equivalent service	CODING CDI CNSLT SOL	FOLLUP4YR4
	Bill upon inception of outpatient consulting services or equivalent service	CODING CDI CNSLT SOL	FOCTRN1YR4
	Bill upon inception of P2P Education or equivalent service	CODING CDI CNSLT SOL	P2PED1YR4

	Reporting Year 4 - delivery of first report	PDM REPORTS SOL	RPTYR4
\$418,969.00	TOTAL – Year 4		
Year 5:			
	Bill upon inception of Follow-up Visit 1 or equivalent service	CODING CDI CNSLT SOL	FOLLUP1YR5
	Bill upon inception of Follow-up Visit 2 or equivalent service	CODING CDI CNSLT SOL	FOLLUP2YR5
	Bill upon inception of Follow-up Visit 3 or equivalent service	CODING CDI CNSLT SOL	FOLLUP3YR5
	Bill upon inception of Follow-up Visit 4 or equivalent service	CODING CDI CNSLT SOL	FOLLUP4YR5
	Bill upon inception of outpatient consulting services or equivalent service	CODING CDI CNSLT SOL	FOCTRN1YR5
	Bill upon inception of P2P Education or equivalent service	CODING CDI CNSLT SOL	P2PED1YR5
	Reporting Year 5 - delivery of first report	PDM REPORTS SOL	RPTYR5
\$439,920.00	TOTAL- Year 5		
\$1,999,839.00	GRAND TOTAL - Years 1 through 5		

- 3.2 The fees for the Services set forth in the Scope of Work include up to one (1) hour of Client-required EMR or other training per consultant; any Client-required training over one (1) hour shall be billed at 3M's then current rate. The fees are based upon the assumption that there is no statutory-mandated assessment, deduction, fee, discount or other charge (collectively, "Deduction") that Client is required, by state or local law, to withhold from its payment of the fees under the Scope of Work, and that in the event such a Deduction is made against the fees, the fees shall be increased by an equivalent amount, which 3M may invoice to Client. Additionally, the fees are based on Client's fulfillment of Client Responsibilities and Assumptions described in the Scope of Work.
- 3.3 The fees also include access to the 3M DRG Student Training Manuals ("Manuals"), as they become available, via 3M's Customer Care website for the Term of this Agreement. Access for the current year and any yearly updates will be granted to the single-access user(s). Manuals are 3M Information under the Agreement and access to and use of the Manuals is governed by the Agreement and the Copyright Notice preceding each section and is limited solely and exclusively to the user(s) receiving training hereunder. All other use is strictly prohibited. Neither Client nor user(s) may share or reproduce the Manuals for any Client personnel not receiving training hereunder.
- 3.4 After 3M and Client have agreed to a scheduled date for delivery of the Services, 3M requires at least thirty (30) days written notice (email is acceptable) for a date change. If Client requests a date change within thirty (30) days of the scheduled delivery date, 3M will invoice Client the amount of the professional fees affected by the date change or a non-refundable change fee of \$25,000, whichever is less. The change fee is in acknowledgement of the dedicated staffing that has been reserved for the Services.
- 3.5 The fees are based upon the assumption that there is no statutory-mandated assessment, deduction, fee, discount or other charge (collectively, "Deduction") that Client is required, by state or local law, to withhold from its payment of the fees under the Scope of Work, and that in the event such a Deduction is made against the fees, the fees shall be increased by an equivalent amount, which 3M may invoice to Client. Additionally, the fees are based on Client's fulfillment of Client Responsibilities and Assumptions described in the Scope of Work.
- 3.6 The nature of this type of work is such that information may be developed and may require additional services that cannot be anticipated or budgeted. Should there be a change in scope or should other matters arise that would increase the estimated total fee, 3M and Client will discuss them before additional fees are incurred, and the Schedule and Scope of Work will be amended.

MASTER SERVICES AGREEMENT

PROPRIETARY 3M CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.
Release or disclosure is prohibited without 3M consent. Immediately report any request to 3M.

ATTACHMENT A TO SCHEDULE 2-1 SCOPE OF WORK

All training materials, concepts and other components of this engagement are consistent with CMS and Medicare rules and requirements for ICD-10-CM/PCS coding application and MS-DRG assignment. The process of concurrent review and documentation/ MS-DRG assignment can be adapted by ARMC to comply with the internal policies, procedures, and other organizational considerations.

CODING QUALITY, CDI, AND PHYSICIAN CONSULTING SERVICES

3M's intent is to provide ongoing support to ARMC for its coding quality and CDI program, including traditional inpatient CDI and facility-based outpatient chart reviews if scheduled during a session. The overall goal of this engagement is to support program performance through assessment, education, and data monitoring.

Pricing in this response is based on coding quality, CDI, and physician consulting services as outlined in the table below and summarized in descriptions that follow. The frequency, duration, and schedule of activities may be adjusted at the request of ARMC HIM Leadership during the course of the engagement to include any mix of the following activities as mutually agreed between ARMC and 3M Consultant within the allocated time per contract year.

Consulting Services – joint inpatient/outpatient CDI sessions will include a combination of the following based on the agreed upon quarterly schedule between the 3M Consultant and ARMC:	Annual Allowance
<p>Inpatient CDI Session may include:</p> <ul style="list-style-type: none"> ▪ Inpatient chart review ▪ Onsite or virtual inpatient CDI education ▪ Onsite or virtual clinical shadowing for CDI reviewers ▪ Consultant-to-physician education ▪ Management coaching ▪ Deliverables include a follow-up report following an exit conference ▪ New Hire Training ▪ CDI Education Network <p>Outpatient CDI Session may include:</p> <ul style="list-style-type: none"> ▪ Outpatient CDI chart review ▪ Onsite or virtual outpatient coding quality and/or CDI education ▪ New hire training ▪ Consultant-to-physician education ▪ Staffing evaluation ▪ CDI process improvement ▪ Deliverables include a follow-up report following an exit conference ▪ CDI Education Network 	<p>11 consulting weeks (across IP/OP Sessions)</p>
Physician-to-Physician Specialty-Focused Inpatient Education	1 physician consulting week

PROJECT APPROACH FOR CDI SESSIONS

The joint inpatient/outpatient CDI sessions will occur quarterly and will be scheduled during the same time period. Below is a more in-depth description of the sessions.

Inpatient

Prior to each inpatient CDI session, 3M and ARMC will determine the schedule of activities and, if agreed upon during scheduling, 3M will select a mutually agreed upon representative sample of discharged charts followed by a remote review of those charts, to assess the clarity and completeness of documentation in the medical record. If a review is conducted, also it will assist us in determining the effectiveness of the queries and the existing documentation to support the MS-DRG assigned. In addition, consultants will evaluate the current CDI program process for improvement opportunities. Based on this review, we will share our process improvement recommendations with the Clinical Documentation Specialists and ARMC's management team. If conducted onsite, the consultants may provide a select number of physician in-service sessions (up to three) if scheduled prior to the commencement of our onsite activities.

During each inpatient CDI session, the 3M Consultants and ARMC will mutually agree on the agenda which may include:

- Discuss with ARMC's management team the issues they have experienced and any specific objectives they may have for the review.
- Determine areas of concern and address questions of the Clinical Documentation Specialists.
- Meet with key physicians as identified by ARMC.
- Conduct a meeting to review specific findings and cases reviewed with the HIM and CM/UR directors (estimate one and one-half hours).
- Provide a two- to three-hour training and education session for the Clinical Documentation Specialists to clarify, fine-tune or introduce new concepts as needed. This also will include an MS-DRG update related to any new CMS or Coding Clinic changes.
- Prepare and present a follow-up report detailing a plan to enable continued improvement.
- Conduct an exit conference with ARMC's management team to review ARMC's progress and improve the process associated with the CDI program. Recommendations will be provided during this meeting.

Outpatient

Outpatient coding quality and CDI consulting services assess how effectively ARMC's program is working, guide process improvements and policies, support key coordinator roles, and provide education (e.g., new rule changes). 3M's consultant may provide any of the following over the course of a year, as mutually agreed with ARMC, within the allowance for all CDI Services.

Prior to each outpatient CDI session, 3M and ARMC will determine the schedule of activities and if agreed upon during scheduling, 3M will select a mutually agreed upon focused sample of outpatient claims followed by a remote review of those claims. The claims may be specific to service lines, payers, specialties, or sites of service and include write-offs or denials (reports on denied claims, short-pay and no-pay claims, first-pass payment (clean claim rate), or other payer documentation to be furnished by ARMC). If a review is conducted, 3M will provide follow-up education, as needed and agreed upon by both ARMC and 3M, to department leadership, outpatient CDI professionals, coding and billing staff and physicians, and any other mutually agreed upon attendees based upon the outcomes found in chart reviews and evaluations.

During each outpatient CDI session, the 3M Consultants and ARMC will mutually agree on the agenda which may include:

- A check on changes to staffing levels and/or roles prioritized in the outpatient CDI program assessment phase, followed by a written report and executive-level exit conference with the hospital management team and/or other mutually agree upon attendees. Activities include as follows:
 - gauge how well the CDI coordinators have integrated within outpatient revenue cycle processes
 - review and provide support for issues prioritized by the CDI coordinators
 - assess progress made on CDI staffing and development goals
 - recommend additional education that would address prioritized issues

- review process improvements made previously to verify process changes are in place, gauge progress, validate results, and identify any deviations from intended processes
- Outpatient CDI education including classroom education and clinical training, conducted onsite or remotely. One session can accommodate training for up to eight attendees. Topics include:
 - review of the organization and structure of ICD-10-CM and CPT-4/HCPCS
 - overview of format and structure of CPT-4
 - ICD-10-CM diagnosis and CPT-4 education for outpatient CDI specialists
 - evaluation of the ICD-10-CM Official Guidelines for Coding and Reporting with a focus on Section IV Diagnostic Coding and Reporting Guidelines for Outpatient Services
 - review of documentation requirements to support code assignment
 - additional education (can include consultant-to-physician education) to include topics such as outpatient reimbursement methodologies (e.g., APCs) and outpatient risk adjustment (e.g., HCCs)
 - compliant physician query practices and query writing
 - overview of outpatient revenue cycle
 - virtual education on such topics and regulatory changes and reimbursement methodologies (HCCs) on request

PHYSICIAN-TO-PHYSICIAN (P2P) INPATIENT SPECIALTY-FOCUSED EDUCATION

3M will provide one remote or onsite week (4 days) per year of inpatient physician-to-physician specialty-focused education to be mutually scheduled during each year. The physician education provides sessions presented to physicians by a 3M physician consultant throughout the day, typically lasting 30 minutes to an hour, focusing on documentation needs as they relate to ARMC's CDI program and specificity needed for accurate coding. The sessions will focus on current documentation opportunities by specialty as reflected under ICD-10 to capture appropriate severity of illness (SOI) and risk of mortality (ROM). We will utilize client-provided data, as available, or current MedPAR data for specialty-specific examples.

Topics included in the sessions will relate to the physicians' roles and include education on the following:

- Focus areas and most commonly missed areas for improving documentation by specialty that are required for ICD-10 and to reflect the appropriate severity profiles for both ARMC and the physicians.
- Process of capturing complete documentation and how ARMC's infrastructure (Clinical Documentation Specialists) supports this effort.

CDI EDUCATIONAL NETWORK

As part of ongoing inpatient CDI program management, 3M will provide access for up to 50 of your Clinical Documentation Specialists to attend weekly CDI Educational Network "hot topic" sessions per year (via Webinar, lasting approximately one hour) to include clarification and discussion on current topics.

PERFORMANCE ADVISORY SERVICES AND REPORTS SOLUTION

3M's Performance Advisory Services and Reports Solution with coaching and reporting, to include APR Profile Monitoring, Data Monitoring, Physician Reporting and Severity Reimbursement, combined with a browser-based easy to use Performance Data Monitoring platform ("PDM platform"), provide a powerful foundation for improving the various aspects of ARMC's clinical documentation improvement ("CDI") program. The overall goal is to sustain the gains achieved to-date, continue to improve the various aspects of the CDI program, and achieve continued physician involvement. By adopting this ongoing focus on improvement, ARMC's management demonstrates its commitment to the CDI program as a priority and its support for the Health Information Management ("HIM") and Case Management/Utilization Review ("CM/UR") and/or Documentation Specialists (collectively, "Clinical Documentation Specialists"). This reporting content

fosters an environment that continually enhances the learning and builds on the expertise of these teams. The following provides a detailed description of the Performance Advisory Services and Reports Solution.

PDM Platform

The 3M PDM platform provides an easy to use, online tool for accessing and displaying the reporting data via Executive Dashboards (described below). All contracted reports can be easily accessed via a secure, encrypted log-in methodology, giving ARMC online access to data. Each user will be assigned an individual, secure log-in to allow access to their assigned level of data and reports within the PDM platform. Based upon ARMC's needs and roles (access rights), some users may only have access to their own data while other leadership individuals may have access to all data and reports. In addition, any of the reports can be regenerated in the CDI Performance and Physician section of the PDM platform and dynamically displayed in a web browser. These browser-based reports are connected to a database of the original data submitted to 3M. Many reports offer the capability to drill-down and display individual patient-level data used to compute values in the report. This patient-level data can then be reviewed retrospectively for completeness and to identify process improvements. The displayed reports can selectively be exported to Excel or .pdf. This flexibility to drill down to individual patient-level and physician-level data, as well as the ability to view, sort, filter and export this data, provides a powerful foundation for identifying and implementing process improvements enhancing CDI program performance. ARMC's user access to the PDM platform and PHI associated data contained in the PDM platform will be terminated ninety (90) days following delivery of ARMC's last contracted reports.

Coaching

A 3M Performance Advisor is assigned to be responsible for understanding and identifying areas of ARMC's CDI program that require immediate attention. In order to assist ARMC's management team in understanding, navigating and interpreting the Executive Dashboards and individual reports, as well as the impact of the concurrent CDI program, the 3M Performance Advisor will provide expert analysis and guidance, at the time of delivery of the reports via the PDM platform, for the payers ARMC's organization has chosen to monitor. The Performance Advisor will present a customized presentation of key results along with recommendations built upon the Site's individual CDI results and assist in identification of areas for improvement and in direct remediation efforts as needed. Any additional consulting or coaching needs will be contracted separately on an as-needed basis.

Executive Dashboards

The Executive Dashboards takes information from the reports (described below) to generate a Facility Dashboard for the Site. Along with expert analysis, guidance and recommendations, these reports are used to assist the executive management team in understanding the impact of the concurrent CDI program at ARMC. The Facility Dashboard also provides analysis of key program metrics, including coverage rate, query rate, physician response rates and agreement rates. These rates are measured via the 3M Clinical Documentation Improvement ("CDI") System or ARMC's own internal processes which must be provided to 3M for inclusion in the Executive Dashboard. Further, 3M's performance measures are continuously updated to reflect research and development about coding and documentation techniques. The Facility Dashboard will be compiled based on report frequency and the payers ARMC has chosen to monitor. A key aspect of these reports is the expert analysis and guidance provided by 3M's coaches to identify areas of your CDI program that require immediate attention and direct remediation efforts.

The Facility Dashboard focuses on the following:

- Financial opportunity
- Summary of CDI operational metrics (coverage, query, response and agreement rates)
- Performance highlights derived from various comparative benchmark data sources for selected MS-DRG and APR DRG measurements
- Benchmark comparisons to best practice based on MedPAR and/or HCUP and 3M client-comparative data for MS-DRGs and APR DRGs
- Expert analysis and individualized coaching for recommended areas of opportunity
- Action items for sustaining and expanding improvements

Processing and populating the Facility Dashboard will be based upon the receipt of a valid data file. Data Monitoring reports are generated using your ICD-10-CM level input data provided to us electronically on an ongoing scheduled basis and APR Profile Monitoring reports are generated utilizing input data which must be provided to us in an acceptable electronic format for input into the 3M APR DRG

Software, our patient classification tool for profiling outcomes. Please see data specifications and acceptable methods for securely transmitting these data to 3M. We will mutually agree upon this submission schedule at the commencement of the services.

The following reports are provided in the CDI Performance or Physician sections of the PDM Platform for Years 1 through 5:

	Focus	Payer	Report Name	Frequency
1	Inpatient quality measures	Medicare	APR Profiling	Quarterly (4)
	Inpatient quality measures	MediCal/Medicaid	APR Profiling	Quarterly (4)
2	Inpatient MS-DRG reimbursement	Medicare	Data Monitoring	Quarterly (4)
3	Inpatient physician performance	All Payers	Physician Reports for < 200 physicians	Semi-annual (2)
4	Inpatient APR DRG reimbursement	MediCal/Medicaid	Severity Reimbursement Report	Quarterly (4)
5	Outpatient performance monitoring (reimbursement and quality measures)	All Payers	Outpatient Performance Insights	Annual Data Refresh (1)

Provided below are descriptions of each of the above focus areas:

1. APR Profile Monitoring reports utilize 3M™ APR DRG software and proprietary performance measures to provide key outcome measures on your program’s performance. Many government and state agencies also use 3M APR DRGs to measure SOI and ROM for public reporting of performance. The APR Profile Monitoring reports will measure SOI and ROM variances between actual and expected mortality by service line and hospital-wide. ARMC performance will be compared to a state peer group, and your own performance over time, which allows you to target appropriate improvements of these publicly reported metrics. The project scope also includes providing reporting at the APR DRG level on ten specialties per reporting period.
2. Data Monitoring (Pinpoint and Compare) reports for MS-DRG based payers uses performance measures derived from various comparative benchmark data sources to measure ARMC’s performance and identify financial opportunities. 3M’s proprietary Pinpoint and Compare reports are a key component of performance monitoring. They summarize ARMC data, are easy to use statistical reports based on MS-DRGs and service lines and provide information for a specific point in time (reporting period) and over time (period over period).
 - Pinpoint reports are used to analyze performance of Case Mix Index (“CMI”), Complication and Comorbidity (“CC”) capture percentages and key top-volume MS-DRG pairs against the performance of all hospitals nationally (80th percentile for MedPAR and/or 75% percentile for HCUP). This report will identify trends in your performance at a point in time and identify focus areas for compliance management as well as areas for improvement. 3M’s Compare reports are intended to gauge changes in documentation on a “by-MS-DRG” basis.
 - Compare reports measure changes in performance indicators (overall CMI, medical CMI, surgical CMI, Major CC and CC capture rates, MS-DRG alternative principal diagnosis opportunities, compliance monitoring) when comparing two separate distinct time periods. Quarter on quarter or month on month comparisons are commonly used to isolate changes in performance and areas for improvement. The reports also allow ARMC to examine the changes in CMI between the time periods.

3. For Physician Reporting, All Payer data for physicians is processed to provide performance measures for both financial and quality key areas, and will be compared to three different "peer" data sets ("peer groups") which are:
- National Norm – The norm used will be most current year of data available. 3M will compare each physician utilizing the national norm by service line to individualize each physician's performance measures.
 - Physician Specialty - Physicians in the organization in the same specialty as physician.
 - Practice Group - The practice group of the physician.

The Physician section of the PDM platform provides an interactive series of Dashboards and Reports that will measure data both cumulatively and for each physician which makes it easy for ARMC's physician champion or other user to show each physician what to focus on for their quality and documentation improvement initiatives. Dashboards will include a physician scorecard which provides cumulative data for all physicians related to volume, total mortality rate, SOI and ROM volumes, along with total diagnoses and procedures. Additional Dashboards will measure for each physician:

- Volume, CMI, and LOS.
- Four categories of MCC/CC capture rates as compared to the peer groups, including a financial variance for each MS-DRG with volume.
- LOS compared to SOI.
- Measurement of SOI, ROM, LOS averages at subclass level, SOI Index, SOI variance against each peer group, actual mortality rate, volumes and deaths at each subclass compared to each peer group.
- Mortality rate variance against each peer group.
- Drill-down into each individual physician's high-volume cases for SOI and ROM, with National Norm top severity drivers provided for each diagnosis, for subclasses 3 and 4.

Reports specific to physicians will provide the content described below:

- Detail and performance for each physician to include volume, CMI with CMI detail of ranking and contribution to total CMI, CMI detail by service line, LOS, MCC/CC capture rate for the four categories, breakdown of MCC/CC categories by MS-DRG clusters compared to the peer groups, including financial variance and volume for each MS-DRG with volume for that physician.
 - Severity adjusted volume and LOS compared to the three peer groups, severity index death summary and mortality rate, mortality rate variance all compared to the three peer groups, and each physician's top volume for SOI and for ROM, APR DRGs with performance compared to each peer group.
 - For each APR DRG reported on, a list of the most common severity drivers nationally that would take the case to a subclass 3, as well as a list for subclass 4.
 - Data on each individual physician so that ARMC's user can provide a report directly to that physician with only that physician's data in it which will allow the physician to look at all of their own cases or to drill down into "target" areas (e.g., mortality cases in subclasses 1 and/or 2) and pull charts based on the drill-down; performance measures include all individual cases by APR DRG (with description), all SOI and ROM indicators, CMI, MCC/CC capture with financial opportunity variance, ALOS, GMLOS and chart information.
 - SOI volume in each subclass, medical and surgical case volume with CMI and reimbursement differential (between physician and national norm for MCC/CC capture rates), LOS by SOI subclass, case volume in each ROM subclass, deaths by physician in each subclass, and actual mortality rate in each subclass; the summary includes each physician's variance against the three peer groups for SOI, ROM, ALOS, and MS-DRG CMI and allows ARMC's user to sort the physicians and rank them so that physicians with lower scores that may have documentation improvement opportunity can be easily identified.
4. Severity Reimbursement (APR DRG severity with estimated reimbursement) reports for APR DRG based payers also uses performance measures derived from various comparative benchmark data sources to measure ARMC's performance and identify financial opportunities. Severity Reimbursement (APR DRG severity with estimated reimbursement) reports provide an impact on estimated reimbursement as measured by shifts in APR DRG SOI distributions over time. The estimated payment will be computed using a single hospital-provided blended rate per case and an agreed upon set of APR DRG SOI relative weights.

5. For 3M's Outpatient Performance Insights ("Insights"), a remote analysis of two years of Client's outpatient facility data will be conducted in order to identify focus areas of improvement for facility outpatient departments and create a summary report. Insights works by collecting and analyzing claims data (837i) and claims remittance data (835 detail, not summary format) in order to provide information back to key hospital personnel. It is designed to analyze and report on outpatient facility claims data, and help to minimize compliance risks. 3M and Client will mutually agree upon the submission schedule and time period for the data at the commencement of the engagement.

Upon completion of the data analysis, 3M will conduct a meeting with Client's executive management team to review a summary report for the facility outpatient departments data that were analyzed, along with the high-level findings. The summary report will include information from the Insights report and, along with expert analysis and guidance from a 3M Consultant, will be used to assist Client in understanding areas of opportunity, in addition to providing recommendations by outpatient department(s).

Insights provides ongoing information to help Client management understand overall performance as well as the details that impact it. Insights illustrates reimbursement, trends, and compliance to show return on investment (ROI) and are designed to estimate cost and reimbursement, analyze and report on outpatient claims data, and minimize compliance risks. It is the optimal combination of information tools, performance measures derived from various publicly available data sources, 3M proprietary groupers, training, and guidance to help organizations achieve appropriate OPPI/APC or 3M EAPG reimbursement. Insights incorporates benchmarks from publicly available data and/or 3M customer data to provide an accurate and valid comparison of Client's performance to best practice. Insights use claims data (837i and 837p) and claims remittance data (835 detail, not summary format) as follows:

- Data submitted is encrypted and transferred over a secure web connection
- Data is processed and warehoused on a secure 3M ASP server
- Claims data is grouped, and actionable claims edits are reported either automatically or on a periodic schedule as appropriate

Insights provides an understanding into operational areas, forecasting, quality, planning and budgeting. The regular Insights allows organizations to identify problems, monitor performance, and evaluate trends.

DATA SPECIFICATIONS

The following details the data file submission process and use for any data requested to support the Services described herein.

Protected Health Information (PHI): It is 3M's policy to take appropriate safeguards to prevent unauthorized use or disclosure of Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In the event data is not submitted via 3M's secure web portal, Client must encrypt the data prior to transmitting it to 3M.

Submission Process of Client's Secure/Encrypted Data to 3M: 3M HIS provides a web portal for the submission of Client data which provides a secure method of transferring the data to 3M without the need for special encryption applications. To submit data to 3M using 3M's secure web portal, please send a request with the facility name and Medicare Provider Number (MPN) in the subject line requesting an account to HI-3M-CS-Data@mmm.com. Please include in the body of the email the Client contact's email and number where the contact can be reached. Once an account has been established, or if Client already has an account, please access 3M's Internet website at <https://performancemanagement.3mhis.com> to submit discharge data for the length of time as stated in the Scope of Work or as agreed upon during planning. Should Client fail to deliver properly formatted, usable data to 3M within ninety (90) days of 3M's written request, then 3M may terminate the Services upon notice to Client.

Comparative Benchmarks: The development of comparative benchmarks (benchmarks or norms) by 3M HIS follows industry best practices to produce non-attributable best practice comparative benchmarks. The source files used to produce these comparative benchmarks are periodically refreshed to provide timely and comprehensive best practice performance measures using MS-DRG and/or APR DRG and/or other clinical, patient and facility characteristics. Comparative benchmarks may be produced at the national, state, bed size, facility type level as well as other combinations based on industry and customer input. When defining the content of any comparative benchmark, it is 3M HIS policy to require observations for at least 10 individual facility providers, defined by Medicare CCN, to contribute to the comparative benchmark. This ensures that the facility providers within the comparative benchmark data source are non-attributable. In addition, for all comparative benchmarks, 3M HIS has adopted the CMS cell size suppression policy (<https://www.resdac.org/articles/cms-cell-size-suppression-policy>) to ensure that no value from 1 to 10 is displayed or allowed to be derived from other reported cell values within the comparative benchmark. Individual patient records within the comparative benchmark data source are never viewable or made available to further ensure the confidentiality of the source data and the comparative benchmark

are non-attributable to the facility provider and individual patient. 3M reviews these best practice policies periodically and reserves the right to update these policies as necessary to meet industry best practices.

If you would like additional information concerning 3M's benchmarking activities or if your organization does not wish to participate in the 3M Client Comparative Benchmarks, please contact your Sales Representative or contact 3M HCBG Privacy Team at hcbgprivacy@mmm.com.

ARRANGEMENTS FOR DELIVERY OF SERVICES

ARMC RESPONSIBILITIES

In connection with 3M's provision of the Services, ARMC will perform the tasks, furnish the personnel, provide the resources or undertake the responsibilities specified below ("ARMC Responsibilities"):

- For each inpatient and outpatient CDI session, provide administrative support to schedule meetings and assist as needed for logistics. Should select physician meetings be requested, review with 3M the proposed schedule to avoid having such meetings conflict with other activities scheduled.
- Provide, if available, ARMC-specific clinical criteria for high-impact diagnoses (e.g., malnutrition, sepsis, encephalopathy).
- Assist with the scheduling and promoting of each physician (P2P) educational session and providing selected space and equipment needs to conduct the education.
- Provide space to conduct the Outpatient Services – CDI Education and New Hire Onboarding and notify the participants of the times and locations of the training. ARMC shall also be responsible for recording any and all education sessions, if desired.
- If any Services are conducted onsite, provide selected space/equipment needs, classroom and conference room with space to accommodate up to the anticipated number of people for above times and LCD projector or computer media projector daily.
- Provide electronic data set in designated format to 3M at mutually agreed intervals to match reporting frequency.
- Provide the download in the acceptable electronic format for input into the 3M™ APR DRG Software. This is the same approach as used in the previous year.
- Provide master list of physicians to include Physician Name, Physician NPI, Physician's Specialty, Physician Group (if any).
- Coordinate with the management team and the 3M project leader to schedule the conference calls to review the data reports.
- Allow the availability of all appropriate staff for all educational sessions described in the Statement of Work, allow the availability of key participants for all necessary meetings and assist with the scheduling of all necessary meetings, interviews, conference rooms and other facilities.
- Provide our consultants, if any Services are conducted onsite, access to a quiet working space, a copier, and Internet connections. If ARMC utilizes an electronic medical record, access to terminals will be provided to each of our consultants. ARMC shall be responsible for providing space to conduct all education and notifying the participants of the times and locations. ARMC shall also be responsible for recording any and all educational sessions, if desired.
- To the extent that 3M's deliverables include analyses, reports, evaluations, recommendations or other management consulting services, ARMC shall be responsible for any implementation decisions and for any future action with respect to the matters addressed in the deliverables.

PROJECT ASSUMPTIONS

The Services, fees and delivery schedule for this engagement are based on the following assumptions, representation or information supplied by ARMC ("Assumptions"):

- Proposed timing for each inpatient and outpatient CDI session, physician education session and all training and education sessions will be discussed openly with 3M for appropriate planning and preparation upon execution of this Statement of Work; if conducted onsite, dates will be finalized 45 days prior to the onsite session in order to allow for timely and economical travel arrangements for consultants.
- ARMC shall provide space to effectively complete the training and education during the timeframe identified.
- Discharge data will be provided in a timely manner and the parties involved will coordinate the scheduling of the Services.

- The data set is a complete and accurate representation of ARMC's inpatient billing activity, will be formatted as per 3M's request and include all requested data elements.
- Should a data set include information for multiple reporting periods, 3M reserves the right to combine these data into a single report.

3M's delivery of the Services and the fees charged are dependent on: (i) ARMC's timely and effective completion of ARMC Responsibilities; (ii) the accuracy and completeness of the Assumptions; and, (iii) timely decisions and approvals by ARMC's executive management team. ARMC shall be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in ARMC's Responsibilities and Assumptions based on ARMC fulfilling its responsibilities and the stated assumptions in this Statement of Work.

RELEASE AUTHORIZATIONS

ARMC is authorized and may choose to record visual images and/or sound from the educational sessions. The information being recorded is proprietary and copyrighted, and it may be used solely by ARMC and its employees and physicians for internal training purposes. Neither the recording, nor the information contained therein, are to be exchanged with, or disclosed to, anyone outside the hospital. Each recording must be labeled as well as prefaced by a header section clarifying that:

- the materials are copyrighted by 3M;
- the materials are for education dates (Month/Year);
- use of the recording is limited to the specific location or group as defined by name and location (city, state); and,
- unauthorized reproduction of the recorded visual images and/or sound is specifically prohibited.

All copies of the recording should remain under the control of ARMC and all reasonable precautions should be undertaken by ARMC to prevent unauthorized use of any recording. ARMC acknowledges that the information contained on each recording is subject to obsolescence or may require modification in order to reflect future changes in coding rules and/or CMS/QIO documentation requirements. 3M is not responsible to ARMC for updates to or modification of information contained in any recording. A copy of all of master recordings will be provided to 3M for archival purposes within 30 days of the completion of the training. ARMC is responsible for all costs and expenses incurred in recording all of the training sessions and providing the required copy of the recording to 3M.



EXHIBIT F
Campaign Contribution Disclosure
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
(2) there is shared management and control between the entities; or
(3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to 3M Health Information Systems. If a question does not apply respond N/A or Not Applicable.

- 1. Name of Contractor: 3M Health Information Systems, Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes [] If yes, skip Question Nos. 3-4 and go to Question No. 5
No [x]
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: NA
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): NA
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above): NA
6. Name of agent(s) of Contractor: NA
7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be

possibly identified in the contract with the County or board governed special district. NA

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision: NA
9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-8?
- No If **no**, please skip Question No. 10.
- Yes If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: NA

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.